

07-20-2001



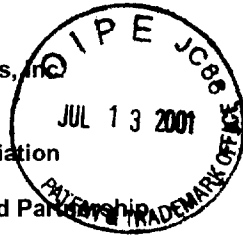
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To the Honorable Commissioner of P  
thereof.

the attached original documents or copy

1. Name of conveying party(ies):

U.S. Foodservice of Illinois, Inc



Individual(s)  Association

General Partnership  Limited Partnership

Corporation- DELAWARE

Other

Additional name(s) of conveying party(ies) attached?  Yes

No

7-13-01

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other

Execution Date: August 28, 1998

2. Name and address of receiving party(ies):

Name: RSM Foods, LLC

Internal Address: 707 Skokie Blvd.

Street Address:

City: Northbrook State: Illinois ZIP 60062

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-

Other DELAWARE Limited Liability Company

If assignee is not domiciled in the United States, a domestic  
representative designation is attached:

Yes  No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0916414

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence  
concerning document  
should be mailed:

Name: Victor F. DeFrancis, Esq.

Internal Address: Cooley Godward LLP

Street Address: One Freedom Square

Reston Town Center

11951 Freedom Drive

City: Reston State: VA ZIP 20190-5601

6. Total number of applications and registration  
involved: 1 (one)

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3118

(Attach duplicate copy of this page if paying by  
deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a  
true copy of the original document.

Victor F. DeFrancis

7/13/01  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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TRADEMARK  
REEL: 002332 FRAME: 0748

TRADEMARK ASSIGNMENT

WHEREAS, U.S. Foodservice of Illinois, Inc. a Delaware corporation (hereinafter "Assignor") owns the trade names, service marks, trademarks, and logos identified in Schedule A (hereinafter referred to as "the Marks"), some of which are registered or pending in the United States Patent and Trademark Office as evidenced by the registration and/or application numbers set forth on Schedule A;

WHEREAS, RSM Foods, LLC, a Delaware limited liability company, (hereinafter "Assignee") in connection with an acquisition of assets of U.S. Foodservice, Inc. and John Sexton & Co. under a certain Acquisition Agreement among U.S. Foodservice, Inc. and John Sexton & Co. and Assignee executed on August 7, 1998 (the "Acquisition Agreement"), Assignee wishes to acquire any and all rights that Assignor may have in and to the Marks and the registrations and/or applications therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks;

NOW, THEREFORE, in consideration of the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks and any of the registrations and applications therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, excluding the right to recover damages and profits for past infringements thereof;

Assignee may, in its sole discretion, seek federal and/or state registration for any of the Marks, or any portion or variation of the Marks, other than "Rykooff-Sexton" or "Sexton". In addition, Assignee may, in its sole discretion, file with the U.S. Patent & Trademark Office a request for abandonment of any of the Marks.

Assignor agrees to execute and deliver at the reasonable request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee, to have a consistent chain of recorded title and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

THE MARKS ARE LICENSED "AS IS." NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING, RIGHT OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RIGHT TO USE OR ASSIGN, OR AS TO THE CONDITION, REGISTRATION, VALIDITY, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MARKS IS GIVEN OR ASSUMED BY ASSIGNOR OR ITS AGENTS OR SUBSIDIARIES AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED AND DISCLAIMED.

This Agreement shall be effective as of the latest date referenced below.

RSM FOODS, LLC:

U.S. FOODSERVICE OF ILLINOIS, INC.

  
(Signature of Authorized Representative)

  
(Signature of Authorized Representative)

Christopher Lacovara  
(Printed Name of Authorized Representative)

David M. Kirkman  
(Printed Name of Authorized Representative)

Authorized Representative  
(Title)

VP  
(Title)

8/28/98  
(Date)

8/28/98  
(Date)

**SCHEDULE A**

Mark	Current Owner	Registration Number	Registration Date
Flav-R-Churn			
Flav-R-Churn	U.S. Foodservice of Illinois, Inc.	1,576,620	1/9/90
Flav-R-Mate			
Flav-R-Mate	U.S. Foodservice of Illinois, Inc.	2,107,756	10/21/97
Fry-well			
Fry-well	U.S. Foodservice of Illinois, Inc.	1,716,137	9/15/92
Golden Rey			
Golden Rey	U.S. Foodservice of Illinois, Inc.	779,472	11/3/64
	U.S. Foodservice of Illinois, Inc.	667,835	9/30/58
	U.S. Foodservice of Illinois, Inc.	676,798	4/7/59
	U.S. Foodservice of Illinois, Inc.	197,958	4/28/95
Kettle-rich			
Kettle-rich	U.S. Foodservice of Illinois, Inc.	916,414	7/13/71
La Scala			
Maxim			
Maxim	U.S. Foodservice of Illinois, Inc.	1,269,923	1/29/81
Nature's Beginnings			
Nature's Beginnings	U.S. Foodservice of Illinois, Inc.	1,813,085	12/21/93
Old Fashioned Country			
Premium Pak Lite			
Premium Pak			
Rite and Brite			
Rite and Brite	U.S. Foodservice of Illinois, Inc.	1,712,933	9/8/92
	U.S. Foodservice of Illinois, Inc.	1,479,260	3/8/88
Sav-R-Churn			

Sav-R-Churn	U.S. Foodservice of Illinois, Inc.	1,826,495	6/4/93
Sirloin Club			
Sirloin Club Sauce	U.S. Foodservice of Illinois, Inc.	1,845,268	7/12/94
Trail Blazer			
Sexton Trail Blazer	U.S. Foodservice of Illinois, Inc.	1,579,298	1/23/90
Trail Boss			
Trail Boss	U.S. Foodservice of Illinois, Inc.	1,135,854	5/20/80
Trash-master			
Trash-master	U.S. Foodservice of Illinois, Inc..	882,732	12/23/69
101			
101	U.S. Foodservice of Illinois, Inc.	876,673	9/9/69
Carolina Gold			
Czarina			
Czarina	U.S. Foodservice of Illinois, Inc.	741,004	11/20/62
Invinso			
Invinso	U.S. Foodservice of Illinois, Inc.	516,072	10/4/49
Oahu			
Oahu	U.S. Foodservice of Illinois, Inc.	744,154	1/22/63

Doc #: 71497; V. 4

RECORDED: 07/13/2001

TRADEMARK  
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