

07-23-2001

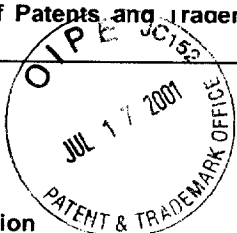
FORM PTO-1594
(Rev. 6-93)



EET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101785114

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

U.S. Foodservice, Inc.

7-17-01

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - DELAWARE
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: July 10, 2001

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

Name: United Signature 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)

1030941 1070478 2167432

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: 3 (three)

7. Total fee (37 CFR 3.41): \$ 90.00

- 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

7/17/01
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

07/20/2001 BYRNE 00000123 1030941

01 FC:481
02 FC:482

40.00 DP
50.00 DP

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27V_01!.DOC

TRADEMARK
REEL: 2333 FRAME: 0305

TRADEMARK ASSIGNMENT

WHEREAS, U.S. Foodservice Inc., a Delaware corporation (hereinafter "Assignor"), owns the trademarks identified in Schedule A (hereinafter referred to as "the Marks"), of which "1911" is registered in the United States Patent and Trademark Office and "White River Canning Co." is registered by the State of Indiana Secretary of State, each as evidenced by the registration numbers set forth on Schedule A;

WHEREAS, United Signature Foods, L.I.C, a Delaware limited liability company (hereinafter "Assignee"), wishes to acquire any and all rights that Assignor may have in and to the Marks and the registrations 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 among U.S. Foodservice, Inc., John Sexton & Co. and Assignee dated August 7, 1998, 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. In addition, Assignee may, in its sole discretion, file with the United States Patent and 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 ASSIGNED "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.

UNITED SIGNATURE FOODS, L.I.C

U.S. FOODSERVICE, INC.

Jane M Boyce

(Signature)

(Signature)

Jane M Boyce

(Printed Name)

(Printed Name)

VP - Marketing

(Title)

(Title)

7/16/01

(Date)

(Date)

102553 v1/RE
274P011.DOC
071601/1714

TRADEMARK ASSIGNMENT

WHEREAS, U.S. Foodservice Inc., a Delaware corporation (hereinafter "Assignor"), owns the trademarks identified in Schedule A (hereinafter referred to as "the Marks"), of which "1911" is registered in the United States Patent and Trademark Office and "White River Canning Co." is registered by the State of Indiana Secretary of State, each as evidenced by the registration numbers set forth on Schedule A;

WHEREAS, United Signature Foods, LLC, a Delaware limited liability company (hereinafter "Assignee"), wishes to acquire any and all rights that Assignor may have in and to the Marks and the registrations 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 among U.S. Foodservice, Inc., John Sexton & Co. and Assignee dated August 7, 1998, 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. In addition, Assignee may, in its sole discretion, file with the United States Patent and 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 ASSIGNED "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.

UNITED SIGNATURE FOODS, LLC

U.S. FOODSERVICE, INC.

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

[Handwritten Signature]

David B. Eberhardt

VP

July 10, 2001

Schedule A

Mark	Current Owner	Registration Number	Registration Date
White River Canning Co.	U.S. Foodservice, Inc.	50098917 - Indiana	7/22/88
1911	U.S. Foodservice, Inc.	1030941 - Federal	1/20/76
		1070478 - Federal	8/2/77
		2167432 - Federal	6/23/98