Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Smart & Final Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: **BNP Paribas**

Internal Address: _____

Street Address: **725 Figueroa Street, Suite 2090**

City: **Los Angeles** State: **CA** Zip: **90017**

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☒ Other **French Bank**

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: **November 30, 2001**

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

A. Trademark Application No.(s)
78023073 76300244 76034048 78046967 78046965
78046964 78046963 78046961 78046960 78046959

B. Trademark Registration No.(s)
2232366 2199487 2180065 2180066 2187207 2130164
2327520 2070012 2069692 1260298 2128362 2130003

Additional number(s) attached ☒ Yes ☐ No

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

Name: **Elaine D. Ziff**

Internal Address: **Skadden, Arps, Slate**
Meagher & Flom LLP

Street Address: **Four Times Square**

City: **New York** State: **NY** Zip: **10036**

6. Total number of applications and registrations involved: **64**

7. Total fee (37 CFR 3.41).....$ **1615.00**

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

19-2385 [Our Ref: 071610/91]

(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.

Elaine D. Ziff — Name of Person Signing
Elaine D. Ziff — Signature
1/4/01 — Date

Total number of pages including cover sheet, attachments, and document: **31**

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

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OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

American Foodservice Distributors

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

75046958 78046955 78046954 76314099 76314098
76217999 76164822 76141669 76141668 78023061

B. Trademark Registration No.(s)

2130002 2038746 2045799 1982658 1927296 1840778
1811195 1811196 1797358 1809395 1596691 1393707

Additional number(s) attached ☒ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: ..... ☐

7. Total fee (37 CFR 3.41).....$_____

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Elaine D. Ziff

Name of Person Signing | Signature | Date

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

1. Name of conveying party(ies):

Smart & Final Stores Corporation

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

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(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)
76164959 78046957

B. Trademark Registration No.(s)
1348349 1260297 1260298 1232379 0949445 0553059 1138499 1797359 2134349 2030297 2092832 1626437

Additional number(s) attached ☒ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: ..... ☐

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

1. Name of conveying party(ies):

Smart & Final Oregon, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2046604 2490964

Additional number(s) attached ☐ Yes ☒ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: ..... ☐

7. Total fee (37 CFR 3.41).....$_____

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

1. Name of conveying party(ies):

Port Stockton Food Distributors, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: ..... ☐

7. Total fee (37 CFR 3.41).....$_____

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1. Name of conveying party(ies):

Henry Lee Company

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: ..... ☐

7. Total fee (37 CFR 3.41).....$_____

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

1. Name of conveying party(ies):

Casino Frozen Foods, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: ..... ☐

7. Total fee (37 CFR 3.41).....$_____

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

1. Name of conveying party(ies):

Amerifoods Trading Company

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
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- ☐ Change of Name
- ☐ Other _____

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

1. Name of conveying party(ies):

Foodservice Specialists.com

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Okun Produce International, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
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B. Trademark Registration No.(s)

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: ..... ☐

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

1. Name of conveying party(ies):

H.L. Holding Corporation

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: ..... ☐

7. Total fee (37 CFR 3.41).....$_____

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Name of Person Signing _____ Signature _____ Date _____

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

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

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2001, is made among Smart & Final Inc., a Delaware corporation (the "Borrower"), American Foodservice Distributors, a California corporation ("Foodservice"), Smart & Final Stores Corporation, a California corporation ("S&F Stores"), Smart & Final Oregon, Inc., an Oregon corporation ("Oregon"), Port Stockton Food Distributors, Inc., a California corporation ("Port Stockton"), Henry Lee Company, a Florida corporation ("Henry Lee"), Casino Frozen Foods, Inc., a California corporation ("Casino Foods"), Amerifoods Trading Company, a Florida corporation ("Amerifoods"), Foodservice Specialists.com, an Oregon corporation ("Foodservice Specialists"), Okun Produce International, Inc., a Florida corporation ("Okun"), and H.L. Holding Corporation, a Nevada corporation ("HL Holding") (collectively, the "Grantors"), and BNP PARIBAS, as Administrative Agent (the "Administrative Agent") for each of the Lender Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 30, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the various financial institutions as are or may become parties thereto (the "Lenders") and the Administrative Agent, the Lender Parties have extended Commitments to make Advances to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of November 30, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Advances (including the initial Advance) under the Credit Agreement, the Grantors are required to execute and deliver this Agreement; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lender Parties to make

Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Lender Party, as follows.

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to the registrations and applications referred to in Item A of Attachment I hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not; and

(b) all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item B of Attachment 1 attached hereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the

Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SMART & FINAL INC.

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

AMERICAN FOODSERVICE DISTRIBUTORS

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

263836

SMART & FINAL STORES CORPORATION

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

SMART & FINAL OREGON, INC.

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

PORT STOCKTON FOOD DISTRIBUTORS, INC.

By: _____
Name: Richard N. Phegley
Title: Senior Vice President - Finance

By: _____
Name: DONALD G. ALV[illegible]
Title: Senior Vice P[illegible] and Sec[illegible]

Richard N. Phegley
Senior Vice President - Finance

HENRY LEE COMPANY

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & ~~Chief Financial Officer~~

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

CASINO FROZEN FOODS, INC.

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

AMERIFOODS TRADING COMPANY

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

263836

FOODSERVICE SPECIALISTS.COM, INC.

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

OKUN PRODUCE INTERNATIONAL, INC.

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

HL HOLDING CORPORATION

By: _____
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

By: _____
Name: DONALD G. ALVARADO
Title: Senior Vice President and Secretary

BNP PARIBAS, as the Administrative Agent

By: _____
Name:
Title:

BNP PARIBAS, as the Administrative Agent

By: _____
Name: Sean T. Conlon
Title: Managing Director

By: _____
Name: Mitchell M. Ozawa
Title: Director

ATTACHMENT 1
to Trademark Security Agreement

Item A. Trademarks

Trademark Assets in the United States

Trademark Asset	***Status of Asset***
Trademarks owned by Smart & Final Stores Corporation	
SMART & FINAL (Stylized)® (Reg. No. 2.232,366)	Registered 03/16/99 based on use beginning 1927. Expires 03/16/2009 unless renewed within last year of life.
SMART & FINAL (Stylized)® (Reg. No. 2,199,487)	Registered 10/27/98 based on use beginning 1927. Expires 10/27/2008 unless renewed within last year of life
SMART & FINAL (Stylized)® (Reg. No. 2,180,065)	Registered 08/11/98 based on use beginning 1927. Expires 08/11/2008 unless renewed within last year of life.
SMART & FINAL (Stylized)® (Reg. No. 2,180,066)	Registered 08/11/98 based on use beginning 1927. Expires 08/11/2008 unless renewed within last year of life.
SMART & FINAL (Stylized)® (Reg. No. 2,187,207)	Registered 09/08/98 based on use beginning 1927. Expires 09/08/98 unless renewed within last year of life.
SMART & FINAL (Stylized)® (Reg. No. 2,130,164)	Registered 01/20/98 based on use beginning 1927. Expires 01/20/2008 unless renewed within last year of life.
SMARTADVANTAGE® (Reg. No. 2,327,520)	Registered 03/14/2000 based on use beginning 9/16/96. Expires 03/14/2010 unless renewed within last year life.
SMART & FINAL (Stylized)® (Reg. No. 2,070,012)	Registered 06/10/97 based on use beginning 1927. Expires 06/10/2007 unless renewed within last year of life.
SMART & FINAL (Stylized)® (Reg. No. 2,069,692)	Registered 06/10/97 based on use beginning 1927. Expires 06/10/2007 unless renewed within last year of life.

SMART & FINAL (Reg. No. 1,260,298)	Registered 12/06/83 based on use beginning 1927. Expires 12/06/2003 unless renewed within last year life.
SMART & FINAL (Stylized)® (Reg. No. 2,128,362)	Registered 01/13/98 based on use beginning 1927. Expires 01/13/2008 unless renewed within last year of life.
SMART & FINAL (Stylized)® (Reg. No. 2,130,003)	Registered 01/20/98 based on use beginning 1927. Expires 01/20/2008 unless renewed within last year of life.
SMART & FINAL (Stylized)® (Reg. No. 2,130,002)	Registered 01/20/98 based on use beginning 1927. Expires 01/20/2008 unless renewed within last year of life.
SMART ALLIANCE® (Reg. No. 2,038,746)	Registered 02/18/97 based on use beginning 02/26/96. Expires 02/18/2007 unless renewed within last year of life.
SMART & FINAL & DESIGN® (Reg. No. 2,045,799)	Registered 03/18/97 based on use beginning 05/15/95. Expires 03/18/2007 unless renewed within last year of life.
THE SMARTEST MAN IN THE WORLDS® (Reg. No. 1,982,658)	Registered 06/25/96 based on use beginning 08/17/94. Expires 06/25/2006 unless renewed within last year of life.
SMART PARTNERS® (Reg. No. 1,927,296)	Registered 10/17/95 based on use beginning 08/93. Expires 10/17/2005 unless renewed within last year of life.
SMARTY® (Reg. No. 1,840,778)	Registered 06/21/94 based on use beginning 1980. Expires 06/21/2004 unless renewed within last year of life.
SMART UNIVERSITY® (Reg. No. 1,811,195)	Registered 12/14/93 based on use beginning 08/91. Expires 12/14/2003 unless renewed within last year of life.
SMART U & DESIGN® (Reg. No. 1,811,196)	Registered 12/14/93 based on use beginning 08/91. Expires 12/14/2003 unless renewed within last year of life.
SMART & FINAL (Stylized)® (Reg. No. 1,797,358)	Registered 10/05/93 based on use beginning 10/88. Expires 10/05/2003 unless renewed within last year of life.
DEC-O-TOPPERS® (Reg. No. 1,809,395)	Registered 12/07/93 based on use beginning 07/89. Expires 12/07/2003 unless renewed within last year of life.

MONTECITO® (Reg. No. 1,596,691)	Registered 05/15/90 based on use beginning 12/15/88. Expires 05/15/2010 unless renewed within last year of life.
SMART BUY® (Reg. No. 1,393,707)	Registered 05/20/86 based on use beginning 03/15/82. Expires 05/20/2006 unless renewed within last year of life.
TENDER-LEE® (Reg. No, 1,348,349)	Registered 07/09/85 based on use beginning 05/13/75. Expires 07/09/2005 unless renewed within last year of life.
SMART & FINAL IRIS CO.® (Reg. No. 1,260,297)	Registered 12/06/83 based on use beginning 1953. Expires 12/06/2003 unless renewed within last year of life.
SMART & FINAL® (Reg. No. 1,260,298)	Registered 12/06/83 based on use beginning 1936. Expires 12/06/2003 unless renewed within last year of life.
IRIS® (Reg. No. 1,232,379)	Registered 03/29/83 based on use beginning 04/01/73. Expires 03/29/2003 unless renewed within last year of life.
IRIS® (Reg. No. 949,445)	Registered 12/26/72 based on use beginning 01/1898. Expires 12/26/2002 unless renewed within last year of life.
IRIS® (Reg. No. 553,059)	Registered 01/08/52 based on use beginning 02/20/50. Expires 01/08/2002 unless renewed within last year of life.
IRIS® (Reg. No. 1,138,499)	Registered 08/06/80 based on use beginning 1927. Expires 08/06/2010 unless renewed within last year of life.
SMART & FINAL (Puerto Rico Reg. No. 37799)	Registered 05/08/1997. Expires 01/29/2006 unless renewed within last year of life.
SMART & FINAL & DESIGN® (Reg. No. 1,797,359)	Registered 10/05/93 based on use beginning 10/88. Expires 10/05/2003 unless renewed within last year of life.
RUSHING SPRING™ (Serial No. 78/023073)	Pending application filed 08/25/2000 based on use beginning 03/01/01.
SMART CASH™ (Serial No. 76/300244)	Pending application filed 08/10/2001 based on intent to use.
SNACK'RS™ (Serial No. 76/034048)	Pending application filed 04/25/2000 based on use beginning 08/23/99.

S&F™ (Serial No. 78046967)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046965)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046964)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046963)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046961)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046960)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046959)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046958)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046957)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046955)	Pending application filed 02/06/2001 based on intent to use.
S&F™ (Serial No. 78046954)	Pending application filed 02/06/2001 based on intent to use.
AMBIANCE™ (Serial No. 76314099)	Pending application filed 09/18/2001 based on anticipated use beginning 12/01/01.
AMBIANCE™ (Serial No. 76314098)	Pending application filed 09/18/2001 based on anticipated use beginning 12/01/01.
RUSHING WATERS™ (Serial No. 76217999)	Pending application filed 03/1/2001 based on use beginning 03/1/2001.

SMART PRO™ (Serial No. 76164822)	Pending application filed 11/14/2000 based on intent to use.
MONTECITO™ (Serial No. 76141669)	Pending application filed 10/05/2000 based on intent to use.
MONTECITO™ (Serial No. 76141668)	Pending application filed 10/05/2000 based on intent to use.
Trademarks owned by Henry Lee Company	
SMART TRACK® (Reg. No. 2,134,349)	Registered 02/03/98 based on use beginning 070/1/96. Expires 02/03/2008 unless renewed within last year of life.
HENRY LEE® (Reg. No. 2,030,297)	Registered 01/14/97 based on use beginning 06/46. Expires 01/14/2007 unless renewed within last year of life.
Trademarks owned by Port Stockton Food Distributors, Inc.	
PORT STOCKTON® (Reg. No. 2,092,832)	Registered 09/02/97 based on use beginning 05/62. Expires 09/02/2007 unless renewed within last year of life.
Trademarks owned by American Foodservice Distributors	
DAVIS LAY™ (Serial No. 78/023061)	Pending application filed 08/25/2000 based on use beginning 10/01/95.
DAVIS LAY® (Reg. No. 1,626,437)	Registered 12/04/90 based on first use 03/01/89. Expires 12/04/2010 unless renewed within last year of life.
LA ROMANELLA® (Reg. No. 2,046,604)	Registered 03/18/97 based on use beginning 10/01/95. Expires 3/18/2007 unless renewed within last year of life.
LA ROMANELLA™ (Serial No. 76/164959)	Pending application filed 02/14/2000 based on use beginning 10/01/95.

CRAIG & HAMILTON® (Reg. No. 2,490,964)	Registered 09/18/2001 based on use beginning 1946. Expires 09/18/2011 unless renewed within last year of life.

Foreign Trademark Assets

Trademark Asset (Reg./Serial No.)	***Jurisdiction***	***Registrant***	***Status***
La Romanella™ (Serial No. 14145)	Bolivia	American Foodservice Distributors	Pending application filed 09/25/2000.
La Romanella™ (Serial No. 14147)	Bolivia	American Foodservice Distributors	Pending application filed 09/25/2000.
Montecito™ (Serial No. 14146)	Bolivia	Smart & Final Stores Corporation	Pending application filed 09/25/2000.
Montecito™ (Serial No. 17074)	Bolivia	Smart & Final Stores Corporation	Pending application filed 11/23/2000.
Smart & Final™	Bolivia		Application mailed 02/06/2001.
Snack'rs™ (Serial No. 14144)	Bolivia	Smart & Final Stores Corporation	Pending application filed 09/25/2000.
La Romanella™ (Serial No. 85772)	Columbia	American Foodservice Distributors	Published 12/26/2000.
La Romanella™ (Serial No. 85771)	Columbia	American Foodservice Distributors	Published 12/26/2000.
Montecito™ (Serial No. 97413)	Columbia	Smart & Final Stores Corporation	Pending application filed 12/22/2000.
Montecito™ (Serial No. 1016911)	Columbia	Smart & Final Stores Corporation	Pending application filed 03/02/2001.
Smart & Final™	Columbia	Smart & Final Stores Corporation	Application mailed 02/06/2001
Snack'rs™	Columbia	Smart & Final Stores Corporation	Pending application filed 10/24/2000.
La Romanella™ (Serial No. 107769)	Ecuador	American Foodservice Distributors	Published 11/01/2000.
La Romanella™ (Serial No. 107768)	Ecuador	American Foodservice Distributors	Published 11/01/2000.

Trademark Asset (Reg./Serial No.)	***Jurisdiction***	***Registrant***	***Status***
Montecito™ (Serial No. 107770)	Ecuador	Smart & Final Stores Corporation	Pending application filed 09/25/2000.
Montecito™ (Serial No. 108977)	Ecuador	Smart & Final Stores Corporation	Pending application filed 11/09/2000.
Smart & Final™	Ecuador	Smart & Final Stores Corporation	Application mailed 02/06/2001
Snack'rs™	Ecuador	Smart & Final Stores Corporation	Published 12/01/2000.
Design (man with glasses)™ (Reg. No. 616740)	Mexico	Smart & Final Stores Corporation	Registered 01/28/1999. Expires 08/29/2006 unless renewed.
Smart & Final® (Reg. No. 457946)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
Montecito® (Reg. No. 457945)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
Iris® (Reg. No. 458966)	Mexico	Smart & Final Stores Corporation	Registered 05/02/1994. Expires 04/28/2003 unless renewed.
Iris® (Reg. No. 457944)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
Iris® (Reg. No. 457943)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
Iris® (Reg. No. 457942)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
Iris® (Reg. No. 457941)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.

Trademark Asset (Reg./Serial No.)	***Jurisdiction***	***Registrant***	***Status***
Iris® (Reg. No. 457940)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
Iris® (457939)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
La Romanella™ (Serial No. 114885)	Peru	American Foodservice Distributors	Published 12/04/2000.
La Romanella™ (Serial No. 114886)	Peru	American Foodservice Distributors	Published 12/04/2000.
Montecito™ (Serial No. 114663)	Peru	Smart & Final Stores Corporation	Published 01/03/2001.
Montecito™ (Serial No. 1178389)	Peru	Smart & Final Stores Corporation	Published 01/03/2001.
Smart & Final™	Peru	Smart & Final Stores Corporation	Application mailed 02/06/2001
Snack'rs™	Peru	Smart & Final Stores Corporation	Pending application filed 09/26/2000.
La Romanella™ (Serial No. 2000-020127)	Venezuela	American Foodservice Distributors	Pending application file 10/31/2000
La Romanella™ (Serial No. 2000-020124)	Venezuela	American Foodservice Distributors	Pending application filed 10/31/2000.
Montecito™ (Serial No. 2001-002403)	Venezuela	Smart & Final Stores Corporation	Pending application filed 02/13/2001.
Montecito™ (Serial No. 2001-002402)	Venezuela	Smart & Final Stores Corporation	Pending application filed 02/13/2001.
Smart & Final™	Venezuela	Smart & Final Stores Corporation	Application mailed 02/06/2001

Trademark Asset (Reg./Serial No.)	***Jurisdiction***	***Registrant***	***Status***
Snack'rs™	Venezuela	Smart & Final Stores Corporation	Pending application filed 10/24/2000.

Item B. Trademark Licenses

1. The name "Smart & Final" and all trademarks owned by Smart & Final Inc. and Smart & Final Stores Corporation are licensed to Smart & Final del Noroeste, S.A.

2. The name "United Grocers Cash & Carry" is licensed to Smart & Final Inc. and Smart & Final Stores Corporation from United Grocers Inc.