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To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

Name of conveying party(ies):

10-10-02

Multifoods Distribution Group, Inc.

Individual(s)  Association  
General Partnership  Limited Partnership  
 Corporation-State Colorado  
Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation  
as agent

Internal Address: \_\_\_\_\_

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

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

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

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: September 9, 2002

Application number(s) or patent number(s):

A. Trademark Application No.(s)

2090587

B. Trademark Registration No.(s)

2090587

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn  
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

10/10/2002 LMUELLER 00000117 2090587

01 FC:481 40.00 DP  
02 FC:482 425.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 465.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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.

Laura Konrath  
Name of Person Signing

Signature

10/2/02

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK  
REEL: 002597 FRAME: 0523

Continuation  
Item 4

SCHEDULE I

TO

MULTIFOODS DISTRIBUTION GROUP, INC.  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark:</u>	<u>Reg. No.:</u>
Altro	2,090,587
Deli Co Foods (and Design)	1,409,653
Flavor-Lite	1,313,672
Flavor-Lite (and Design)	1,321,074
Grindstone Café	1,970,476
Mazza Northwest's Finest Cheese (and Design)	1,739,167
Midnight Springs	2,230,835
Milking Stool	1,791,767
Pizza U University (and Design)	1,563,873
Trailside Scout Snacks	2,102,987
Ultimo	1,627,393
Ultimo! (and Design)	2,362,205
VSA	1,206,806
VSA-Vendor's Supply of America (stylized)*	1,182,513
VSA (Stylized)	1,206,808
VSA (Stylized)	1,206,807

\*This registration will be deemed cancelled in due course.

TRADEMARK APPLICATIONS

17)  
(8)

<u>Mark:</u>	<u>Reg. No./App. No.:</u>
Multi-Choice	75/821,759
Ultimo! (and Design)	76/338,204

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of September 9, 2002, by MULTIFOODS DISTRIBUTION GROUP, INC., a Colorado corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MULTIFOODS DISTRIBUTION GROUP, INC.

By: William F. Dewson, Jr.

Name: William F. Dewson, Jr.

Title: Senior Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: Frederick Yanni

Name: Frederick Yanni

Title: Duly Authorized Signator

TRADEMARK SECURITY AGREEMENT

RECORDED: 10/08/2002

TRADEMARK  
REEL: 002597 FRAME: 0527