

# RECORDATION FORM COVER SHEET

No. 0651-0011 (exp. 4/94)

2-25-03TR

02-27-2003

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102374992

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

Name of conveying party(ies):

Vistar Corporation, formerly known as  
Multifoods Distribution Group, Inc.

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

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

Nature of conveyance:

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

Execution Date: February 10, 2003

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 Del  
 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

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

A. Trademark Application No.(s) 76467326

B. Trademark Registration No.(s)

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

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

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)

01 FC:0521  
02 FC:0522

40.00 DP  
125.00 DP

DO NOT USE THIS SPACE

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

Laura Konrath  
Signature

2/20/03  
Date

Total number of pages including cover sheet, attachments, and document: 6

Continuation  
Item 4

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

MARK	APPLICANT	SERIAL NO.	FILING DATE	DM REF.
VISTAR/VSA	Multifoods Distribution Group, Inc.	76/467,326	11/15/2002	D5484-5
V (stylized)	Multifoods Distribution Group, Inc.	76/467,333	11/15/2002	D8454-6
VISTARLINK	Vistar Corporation	76/481,686	01/13/03	D8454-9
BEYOND	Vistar Corporation	78/201,895	01/10/2003	D8454-10
RYE STREET DELI	Vistar Corporation	Unknown*	Mailed on 01/14/2003	D8454-11
ENGLEWOOD FARMS	Vistar Corporation	78/204,329	01/17/2003	D8454-12
NORTHLAND STAR	Vistar Corporation	78/204,345	01/17/2003	D8454-13

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\* Awaiting communication from Trademark Office and will update table when information becomes available.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, is made as of this 10th day of February, 2003, by VISTAR CORPORATION, formerly known as 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 September 9, 2002, 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 September 9, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Grantor has submitted applications for registration of the Trademarks listed on Schedule I hereto;

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) the Trademarks listed 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 such Trademark; 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 such Trademark or (ii) injury to the goodwill associated with any such Trademark.

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.

VISTAR CORPORATION (formerly known as  
Multifoods Distribution Group, Inc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

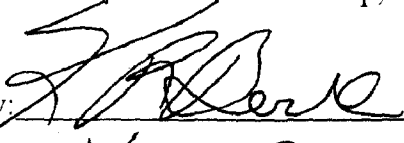
By: Frederick T. Janni

Name: Frederick T. Janni

Title: Vice President

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.

VISTAR CORPORATION (formerly known as  
Multifoods Distribution Group, Inc.)

By:   
Name: Kurt R. Berke  
Title: SE VP

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

