

10-01-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDAT
TRADE



DEPARTMENT OF COMMERCE
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): 9-29-03

Vend Products Distributing Co., Inc.
Vend Products Distributing of California, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 06/30/2003

2. Name and address of receiving party(ies)

Name: Vistar Corporation

Internal

Address: _____

Street Address: 12650 E. Arapahoe Road

City: Centennial State: CO Zip: 80109901

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

OFFICE OF PUBLISHED RECORDS
2003 SEP 22 PM 6:19
FINANCE SECTION

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,402,610

2,359,600

Additional number(s) attached Yes No

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

Name: Steve Rosenblatt

Internal Address: _____

Street Address: 317 West Redman Avenue

City: Haddonfield State: NY Zip: 08033

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

10/01/2003 LMELLER 00000160 2402610

Gary R. Maze

Name of Person Signing

Signature

Date

9/26/03

Total number of pages including cover sheet, attachments, and document: 5

Refund Ref: 10/01/2003 LMELLER 0000131180

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

CHECK Refund Total: \$15.00

TRADEMARK
REEL: 002834 FRAME: 0820

TRADEMARK AND SERVICEMARK ASSIGNMENT

This Trademark and Servicemark Assignment (this "Assignment") is made and entered into as of the 30th day of June, 2003 (the "Effective Date"), by and among Vend Products Distributing Co., Inc., an Oregon corporation, and Vend Products Distributing of California, Inc., an Oregon corporation, each with their principal office located at 4730 N. Lagoon Avenue, Portland, Oregon 97217-7656 (collectively, the "Assignor"); and Vistar Corporation, a Colorado corporation with its principal office located at 12650 E. Arapahoe Road, Centennial, Colorado 80112-3901 (the "Assignee").

WHEREAS, the Assignor, the Assignee, The Estey Corporation, an Oregon corporation and the holder of 100% of the issued and outstanding capital stock of Vend Products Distributing Co., Inc. (the "Parent"), and J. Richard Estey, an individual resident of Portland, Oregon, Deborah Estey Jackson, an individual resident of Lake Oswego, Oregon, and Heidi Estey-John, an individual resident of St. George, Utah, collectively owners of 100% of the outstanding capital stock of the Parent and 100% of the outstanding capital stock of Vend Products Distributing of California, Inc., have entered into a certain Asset Purchase Agreement, dated as of June 6, 2003 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, transfer and assign to the Assignee substantially all of its assets, including, without limitation; (a) the United States trademark registration and servicemark registration identified and set forth on Schedule A attached hereto (the foregoing referred to herein as the "Marks"); and (b) certain of the assets in which the Marks were used along with the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee wishes to acquire and the Assignor wishes to assign the entire right, title and interest in and to the Marks, together with certain of the assets in which the Marks were used along with the goodwill of the business with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over to the Assignee, the entire right, title and interest in and to the Marks, together with certain of the assets in which the Marks were used along with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and the sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

The Assignor shall provide to the Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark/servicemark protection for the Marks or any other trademarks, servicemarks, tradenames or service names used by the Assignor that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

The Assignor authorizes and requests the Commissioner of Patents and Trademarks to record the Assignee as the assignee and owner of the Marks in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

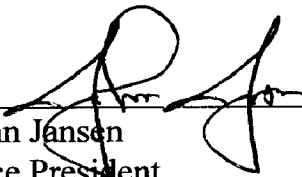
To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[Signature page follows]

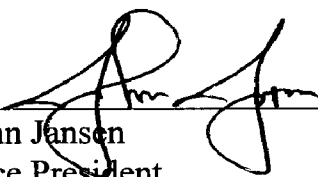
IN TESTIMONY WHEREOF, the Assignor and the Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 30th day of June, 2003.

ASSIGNOR

VEND PRODUCTS DISTRIBUTING CO., INC.


By: 
John Jansen
Vice President

VEND PRODUCTS DISTRIBUTING OF CALIFORNIA, INC.

By: 
John Jansen
Vice President

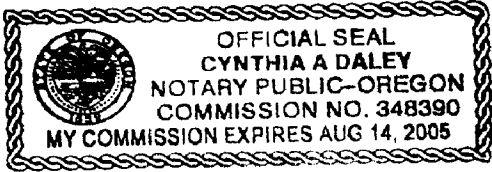
ASSIGNEE

VISTAR CORPORATION

By: 
Kent Berke
Senior Vice President and General Counsel

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On this 25th day of June, 2003, there appeared before me John Jansen, who being duly sworn, acknowledged to me that he/she signed the foregoing Trademark and Servicemark Assignment as his/her voluntary act and deed on behalf and with full authority of Vend Products Distributing Co., Inc.

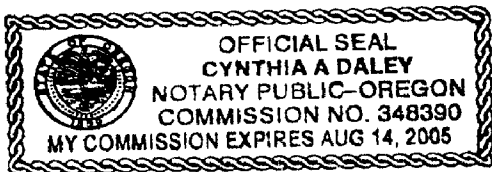


Cynthia A Daley

Notary Public

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On this 25th day of June, 2003, there appeared before me John Jansen, who being duly sworn, acknowledged to me that he/she signed the foregoing Trademark and Servicemark Assignment as his/her voluntary act and deed on behalf and with full authority of Vend Products Distributing of California, Inc.

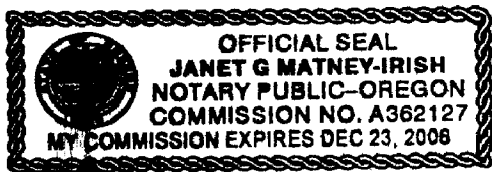


Cynthia A Daley

Notary Public

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On this 26th day of June, 2003, there appeared before me Kent Berke, who being duly sworn, acknowledged to me that he/she signed the foregoing Trademark and Servicemark Assignment as his/her voluntary act and deed on behalf and with full authority of Vistar Corporation.



Janet G Matney-Irish

Notary Public

SCHEDULE A

<i>Mark</i>	<i>Serial # / Registration #</i>	<i>Filing Date / Registration Date</i>
JAVA PORT	75/559,586 / 2,402,610	September 25, 1998 / November 7, 2000
VEND PRODUCTS DISTRIBUTING	75/603,227 / 2,359,600	December 15, 1998 / June 20, 2000