



02-11-2004

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

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

Tab settings

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

1. Name of conveying party(ies): 26-04 Food Service Holdings, Inc.

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

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

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other Assignment for Security

Execution Date: February 4, 2004

2. Name and address of receiving party(ies) Name: CIT Lending Services Corporation

Internal Address:

Street Address: 1211 Avenue of the America, 21st FL

City: New York State: NY Zip: 10036

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,809,140

Additional number(s) attached Yes No

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

Name: Jeffrey M. Epstein, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- 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.

Johanne R. Rémy Name of Person Signing

Signature

2-5-04 Date

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

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

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Food Service Holdings, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as Administrative Agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of February 4, 2004 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

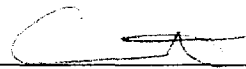
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1211 Avenue of the Americas, 21st Floor, New York, New York 10036.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 4 day of February, 2004.

FOOD SERVICE HOLDINGS, INC.

By:  _____

Name: Chris Skew

Title: VICE PRESIDENT

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
QUALSERV	1/27/04	2,809,140

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
QUALSERV	1/27/04	2,809,140



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February 5, 2004

BY HAND DELIVERY

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

**Re: Food Service Holdings, Inc. - Trademark
Registration No.2,809,140**

Dear Mr./Mrs. Commissioner:

Enclosed please find the Trademark Recordation Form Cover Sheet conveying a trademark Security Agreement between Food Service Holdings, Inc., a Delaware corporation, and CIT Lending Services Corporation, a Delaware corporation, as administrative agent. Also included is the required check in the amount of \$40.00 to cover the filing fee. Please file and return the acknowledgment to Jeffrey Epstein, Esq. as indicated at your earliest convenience.

I thank you in advance and should you have any questions about this submittal please call me at (212) 836-7449.

Best regards,

A handwritten signature in black ink, appearing to read "J. Remy".

Johanne R. Rémy
Legal Assistant - Corporate/Finance

cc: Jeffrey M. Epstein, Esq.

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NEW YORK CHICAGO LOS ANGELES WASHINGTON, D.C. WEST PALM BEACH FRANKFURT HONG KONG LONDON SHANGHAI

RECORDED: 02/06/2004

**TRADEMARK
REEL: 002911 FRAME: 0149**