

02-26-2004

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OMB No. 0651-0011 (exp. 4/94)
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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):
PACIFIC GROSERVICE, INC.
385 East Brokaw Road
San Jose, California 95112

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **California**
 Other _____

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

2. Name and address of receiving party(ies)
Name: **THE CIT GROUP/BUSINESS CREDIT, INC.**
Internal Address:
Street Address: **300 South Grand Avenue 3rd Floor**
City: **Los Angeles** State: **California** ZIP: **90071**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **New York**
 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: **Trademark Collateral Assignment**

Execution Date: **January 30, 2004**

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

PGI (Reg. No. 2,375,112)

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Michael Wright
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

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: 20-0052
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE
02/25/2004 LMUELLER 00000213 200052 2375112

01 FC:8521 40.00 DA
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.
Christina E. Wilson
MR. MICHAEL WRIGHT
February 9, 2004

TRADEMARK COLLATERAL ASSIGNMENT

WHEREAS, PACIFIC GROSERVICE, INC., a California corporation (herein referred to as "Debtor"), (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Debtor has entered into a Financing Agreement dated as of January 30 2004 (the "Financing Agreement") among the Debtor, Pittsburg Wholesale Grocers, Inc. and GroService Acquisiton Corp. and the CIT Group/Business Credit, Inc. ("CITBC") (Capitalized terms have the meanings given such terms in the Financing Agreement.); and

WHEREAS, pursuant to the Financing Agreement, Debtor has granted to CITBC a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America or any State thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to CITBC a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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

CITBC's address is 300 South Grand Avenue, 3rd Floor, Los Angeles, California 90071.

IN WITNESS WHEREOF, Debtor has duly executed or caused this Trademark Collateral Assignment to be duly executed as of January 30, 2004.

PACIFIC GROSERVICE, INC.,
a California corporation

By: _____
Name: Terrell KAWAR
Title:

Schedule 1 to the TRADEMARK COLLATERAL ASSIGNMENT

TRADEMARKS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
PGI	August 8, 2000	2,375,112