TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of 10/29/1999, 12/19/2000 and 9/25/2003 Security Interests

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse First Boston		09/24/2004	BANK: NEW YORK

RECEIVING PARTY DATA

Name:	Vitality Foodservice, Inc.
Street Address:	400 North Tampa Street, Suite 1700
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2431955	CALABAY
Registration Number:	0675115	DISPENSER-PAK
Registration Number:	1377481	GOLDEN CHOICE
Registration Number:	2223815	JUS SQUEEZD
Registration Number:	2296185	PREMIUM SELECT
Registration Number:	1125955	SWITCH-A-BRIX
Registration Number:	0907932	VITALITY
Registration Number:	0919962	VITALITY
Registration Number:	0966673	VITALITY
Registration Number:	2802591	VITALITY
Registration Number:	1729171	VITALITY EXPRESS
Registration Number:	1792848	VITALITY EXPRESS PAK
Registration Number:	2678803	CHOICEPAK
Registration Number:	2440230	DISPENSER-PAK
Registration Number:	0895172	FLORIDAGOLD

OP $540.00 2431955

Registration Number:	1213405	FLORIDAGOLD
Registration Number:	1914253	ISLAND PASSION
Registration Number:	2010479	NATURE'S SELECT
Registration Number:	2693039	RTSEXPRESS
Registration Number:	2756827	VITALITY SPRINGS
Serial Number:	76394473	FRUTA REAL

CORRESPONDENCE DATA

Fax Number: (612)766-1623

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6127667000

Email: trademarkmpls@faegre.com

Correspondent Name: Faegre & Benson LLP

Address Line 1: 90 South Seventh Street

Address Line 2: 2200 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:	304167
NAME OF SUBMITTER:	Kerry R. Thompson - Paralegal

Total Attachments: 6

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CREDIT SUISSE FIRST BOSTON
ELEVEN MADISON AVENUE
NEW YORK, NEW YORK 10010

CREDIT SUISSE FIRST BOSTON
TORONTO BRANCH
1 FIRST CANADIAN PLACE, SUITE 3000
TORONTO, ONTARIO M5X IC9

September 24, 2004

Vitality Foodservice, Inc.
Vitality Foodservice Canada Inc.
400 North Tampa Street, Suite 1700
Tampa, Florida 33602

Attention: Kimberly Johnson

Dymas Funding Company, LLC
One North Franklin Street
Chicago, Illinois 60606

Attention: Matthew M. Gerdes

Payoff Letter

Ladies and Gentlemen:

Reference is made to the Amended and Restated Credit Agreement, dated as of September 25, 2003 (the "*Credit Agreement*"), among Vitality Foodservice, Inc. (the "*Borrower*"), Vitality Foodservice Canada Inc. (formerly known as Vitality Foodservice Canada Co.) (the "*Canadian Borrower*"), VFI Holdings, Inc. ("*Holdings*"), the lenders and issuing banks named therein, Credit Suisse First Boston, as Administrative Agent (in such capacity, the "*Administrative Agent*") and Collateral Agent (in such capacity, the "*Collateral Agent*"), and Credit Suisse First Boston Toronto Branch, as Canadian Administrative Agent (in such capacity, the "*Canadian Administrative Agent*" and, together with the Administrative Agent, the "*Existing Administrative Agents*") and Canadian Collateral Agent (in such capacity, the "*Canadian Collateral Agent*" and, together with the Collateral Agent, the "*Existing Collateral Agents*"). Capitalized terms used but not herein defined are used as defined in the Credit Agreement.

1. Payoff and Lien Termination. The Existing Administrative Agents and, with respect to paragraph (c) below, the Borrower and the Canadian Borrower, hereby agree that effective as of the Effective Date (as defined below):

(a) all amounts owing by the Borrower and the Canadian Borrower under the Credit Agreement (including all principal, accrued interest and fees) shall be paid in full and the Credit Agreement and all obligations of the Borrower and the Canadian Borrower thereunder and the other Loan Documents shall be terminated (other than those which survive by the terms of the Credit Agreement or such other Loan Documents);

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(b) the Liens and security interests of the Existing Collateral Agents in and to any and all properties and assets of the Borrower, the Canadian Borrower and the other Loan Parties, whether personal, real or mixed, tangible or intangible, granted under or pursuant to the Loan Documents securing their obligations in favor of the Secured Parties shall automatically be released and terminated; and

(c) the Commitments shall be terminated.

2. Set-Off. The Borrower hereby authorizes the Administrative Agent to set-off and apply on or prior to the date hereof any and all deposits (the "*Set-Off Amount*") held in account no. 90556902 with the Administrative Agent against the Obligations.

3. Effectiveness. This payoff letter shall become effective as of the date (the "*Effective Date*") the following conditions precedent have been satisfied:

(a) the Existing Administrative Agents shall have received this payoff letter, executed by the Borrower, the Canadian Borrower and Holdings;

(b) the Existing Administrative Agents shall have received, in immediately available funds, the total payoff amount referred to on Exhibit A hereto to the accounts specified thereon on or prior to the date hereof at 5:00 p.m. (New York time); and

(c) all Letters of Credit shall have been cancelled, terminated or surrendered to the Administrative Agent.

4. Further Assurances. The Existing Administrative Agents and the Existing Collateral Agents agree to furnish, at the Borrower's expense, additional releases and/or termination statements and such other documents, instruments and agreements as may be reasonably requested by the Borrower, the Canadian Borrower or Dymas Funding Company, LLC (the "*New Administrative Agent*") in order to effect and evidence more fully the matters covered hereby. The Existing Administrative Agents and the Existing Collateral Agents authorize the Borrower, the Canadian Borrower and the New Administrative Agent (and their respective counsel) to file such UCC financing statement releases and terminations and such PPSA financing change and discharge statements under the Civil Code (Quebec) and the Uniform Commercial Code in the offices and jurisdictions that the Borrower, the Canadian Borrower or the New Administrative Agent deems necessary or appropriate to evidence the matters referred to in paragraph 1(b) above.

5. Miscellaneous. This payoff letter may be executed in identical counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this payoff letter by facsimile transmission shall be effective as delivery of an original counterpart of this payoff letter. The headings and titles of the paragraphs above are for convenience only and have no substantive meaning herein. This payoff letter shall be governed by New York law.

[*SIGNATURE PAGE FOLLOWS*]

TRADEMARK
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Very truly yours,

CREDIT SUISSE FIRST BOSTON, as
Administrative Agent and Collateral Agent

By:_____
Name: **Didier Siffer**
Title: **Director**

By:_____
Name: Michael Criscito
Title: Director

CREDIT SUISSE FIRST BOSTON
TORONTO BRANCH, as Canadian
Administrative Agent and Canadian
Collateral Agent

By:_____
Name:
Title:

By:_____
Name:
Title:

[SIGNATURE PAGE TO PAYOFF LETTER]

Very truly yours,

CREDIT SUISSE FIRST BOSTON, as
Administrative Agent and Collateral Agent

By:_____
Name:
Title:

By:_____
Name:
Title:

CREDIT SUISSE FIRST BOSTON
TORONTO BRANCH, as Canadian
Administrative Agent and Canadian
Collateral Agent

By:_____
Name: Alain Daoust
Title: Director

By:_____
Name: Peter Chauvin
Title: Vice President

[SIGNATURE PAGE TO PAYOFF LETTER]

Acknowledged and
agreed to as of the date
first written above:

VITALITY FOODSERVICE, INC.

By: K. S. Johnson
Name: K. S. Johnson
Title: V.P. + CFO

VITALITY FOODSERVICE CANADA INC.
(formerly known as Vitality Foodservice
Canada Co.)

By: K. S. Johnson
Name: K. S. Johnson
Title: V.P. & CFO

VFI HOLDINGS INC.

By: K. S. Johnson
Name: K. S. Johnson
Title: V.P. & CFO

[SIGNATURE PAGE TO PAYOFF LETTER]

Exhibit A

REDACTED