

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/01/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TSN West, LLC		11/16/2004	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Bunzl Distribution USA, Inc.
Street Address:	701 Emerson Road
Internal Address:	Suite 500
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2603445	

CORRESPONDENCE DATA

Fax Number: (314)345-6060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (314) 345-6271
 Email: wboldtcohen@blackwellsanders.com
 Correspondent Name: Wendy Boldt Cohen
 Address Line 1: Blackwell Sanders Peper Martin LLP
 Address Line 2: 720 Olive Street-24th Floor
 Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Wendy Boldt Cohen
Signature:	/Wendy Boldt Cohen/

CH \$40.00 2603445

Date:

12/27/2004

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This Assignment is entered into and deemed effective, nunc pro tunc, October 1, 2004 (“Effective Date”) by and between TSN West, LLC a Missouri limited liability company (“Assignor”), and Bunzl Distribution USA, Inc., a Delaware corporation (“Assignee”), and the parties do hereby agree as follows:

1. The Assignor has adopted and is owner of certain marks and registrations therefore as listed in Exhibit A attached hereto and incorporated herein by reference (the “Marks”).

2. Assignee is desirous of acquiring all right, title and interest in and to the Marks, together with the goodwill of the business associated therewith.

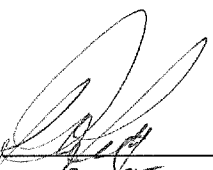
3. For \$1.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee its entire worldwide right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee’s own use and enjoyment, and for the use and enjoyment of 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 had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States or any official of any country or countries foreign to the United States whose duty it is to register trademarks to record Assignee as the assignee and owner of the Marks. Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment.

4. If any provision of this Agreement is, becomes or is deemed invalid or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal and enforceable in such jurisdiction so deeming. If such provision cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.

5. This Agreement contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement.

6. This Agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns. Assignor agrees to execute any other documents necessary to confirm the assignment set forth herein.

7. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

Assignor
Signature: 
Name: DANIEL LETT
Title: Secretary
Date: 11/16/04

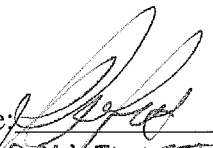
Assignee
Signature: 
Name: DANIEL LETT
Title: Secretary
Date: 11/16/04

Exhibit A

United States Trademark Registration No. 2603445

