



01-19-2005

VERCE
< Office



102922210

RECORDATION FORM COVER
TRADEMARKS (

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Smart & Final Stores Corporation

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

Citizenship (see guidelines) California

Execution Date(s) 11/18/2004

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: BNP PARIBAS

Internal

Address: Suite 2090

Street Address: 725 So. Figueroa St.

City: Los Angeles

State: CA

Country: USA Zip: 90017

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78224385

B. Trademark Registration No.(s)

2704013

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Deborah Taylor

Internal Address: Latham & Watkins LLP

Street Address: 633 W. Fifth St., #4000

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213/485-1234

Fax Number: 213/891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$515.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Deborah Taylor
Signature

Deborah E. Taylor

Name of Person Signing

January 10, 2005
Date

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01/18/2005 070011 00000328 78224385

40.00 DP
475.00 DP

01 FC:6521
02 FC:6522

TRADEMARK
REEL: 003104 FRAME: 0797

SCHEDULE OF TRADEMARKS TO BE FILED WITH USPTO

Mark	Registration Number
BAY HARBOR [®]	2,704,013
PRO PRIDE [®]	2,840,102
PRO PRIDE [®]	2,840,101
PRO PRIDE [®]	2,840,103
PRO VALUE [®]	2,838,632
SMART ALLIANCE [®]	2,877,183
PRO VALUE [®]	2,834,510
PRO VALUE [™]	78/224,385
SEQUANA [™]	78/266,701
SMART CASH & CARRY [™]	78/332,957
SMART PRO CASH & CARRY [™]	78/350,892
UNITED GROCERS CASH & CARRY [™]	78/332,954
SMART & FINAL CHEF'S REVIEW [™] (& design)	78/351,278
SMART & FINAL CHEF'S REVIEW [™] (& design)	78/351,266

Mark	Registration Number
SMART & FINAL CHEF'S REVIEW TM (& design)	78/333,183
SMART & FINAL CHEF'S REVIEW TM (& design)	78/333,082
SMART & FINAL CHEF'S REVIEW TM (& design)	78/332,956
SMART & FINAL CHEF'S REVIEW TM (& design)	78/332,904
SMART & FINAL CHEF'S REVIEW TM (& design)	78/332,884
SMART & FINAL CHEF'S REVIEW TM (& design)	78/332,863

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 18, 2004, is made among Smart & Final Inc., a Delaware corporation (the "Borrower"), American Foodservice Distributors, a California corporation ("Foodservice"), Smart & Final Stores Corporation, a California corporation ("S&F Stores"), Smart & Final Oregon, Inc., an Oregon corporation ("Oregon"), Port Stockton Food Distributors, Inc., a California corporation ("Port Stockton"), Casino Frozen Foods, Inc., a California corporation ("Casino Foods"), Amerifoods Trading Company, a Florida corporation ("Amerifoods"), FoodServiceSpecialists.com, Inc., an Oregon corporation ("Foodservice Specialists"), Okun Produce International, Inc., a Florida corporation ("Okun"), and HL Holding Corporation, a Nevada corporation ("HL Holding") (collectively, the "Grantors"), and BNP PARIBAS, as Administrative Agent (the "Administrative Agent") for each of the Lender Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 30, 2001 (as amended and restated as of the date hereof (as so amended and restated, the "Amended and Restated Credit Agreement" and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the various financial institutions as are or may become parties thereto (the "Lenders") and the Administrative Agent, the Lender Parties have extended Commitments to make Advances to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of November 30, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the effectiveness of the Amended and Restated Credit Agreement and the making of Advances thereunder, the Grantors are required to execute and deliver this Agreement; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lender Parties to make Advances to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Lender Party, as follows.

LA\1348569.1
LA\1348569.1

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to the registrations and applications referred to in Item A of Attachment I hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not; and

(b) all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item B of Attachment 1 attached hereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security

LA\1348569.1
LA\1348569.1

interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

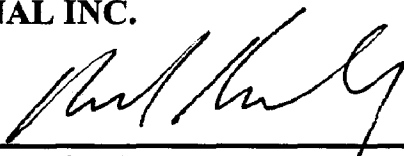
SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

LA\1348569.1
LA\1348569.1

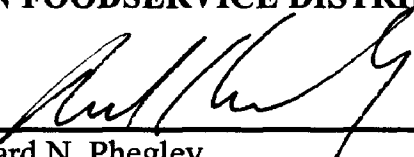
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SMART & FINAL INC.

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer

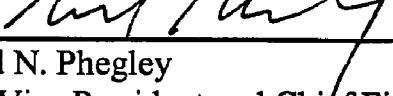
By: 
Name: Jan P. Berger
Title: Vice President and Treasurer


AMERICAN FOODSERVICE DISTRIBUTORS

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer

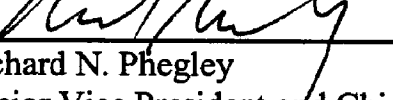
By: 
Name: Jan P. Berger
Title: Vice President and Treasurer


SMART & FINAL STORES CORPORATION

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer

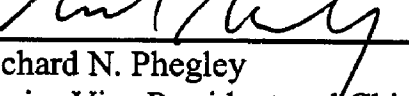
By: 
Name: Jan P. Berger
Title: Vice President and Treasurer


SMART & FINAL OREGON, INC.

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer


By: 
Name: Jan P. Berger
Title: Vice President and Treasurer


PORT STOCKTON FOOD DISTRIBUTORS, INC.

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer

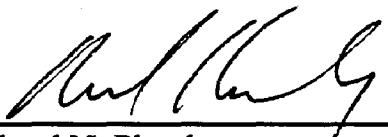
By: 
Name: Jan P. Berger
Title: Vice President and Treasurer


CASINO FROZEN FOODS, INC.

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer

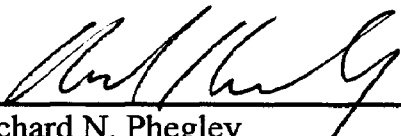
By: 
Name: Jan P. Berger
Title: Vice President and Treasurer

AMERIFOODS TRADING COMPANY

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer


By: 
Name: Jan P. Berger
Title: Vice President and Treasurer


FOODSERVICESPECIALISTS.COM, INC.

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer


By: 
Name: Jan P. Berger
Title: Vice President and Treasurer


OKUN PRODUCE INTERNATIONAL, INC.

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer

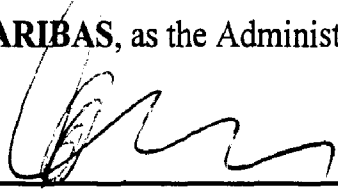
By: 
Name: Jan P. Berger
Title: Vice President and Treasurer

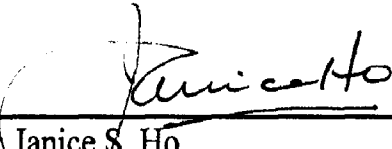
HL HOLDING CORPORATION

By: 
Name: Richard N. Phegley
Title: Senior Vice President and Chief Financial Officer

By: 
Name: Jan P. Berger
Title: Vice President and Treasurer

BNP PARIBAS, as the Administrative Agent

By: 
Name: Clive Bettles
Title: Managing Director

By: 
Name: Janice S. Ho
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 003104 FRAME: 0807

ATTACHMENT 1
TO TRADEMARK SECURITY AGREEMENT

Item A. Trademarks

Trademark Assets in the United States

Trademarks owned by Smart & Final Stores Corporation

Mark	Registered	Filed	Status
BAY HARBOR® (Reg. No. 2,704,013)	04/08/2003	12/17/2001	Renewal due 04/8/2013
PRO PRIDE® (Reg. No. 2,840,102)	05/11/2004	10/30/2002	Renewal due 05/11/2014
PRO PRIDE® (Reg. No. 2,840,101)	05/11/2004	10/30/2002	Renewal due 5/11/2014
PRO PRIDE® (Reg. No. 2,840,103)	05/11/2004	10/30/2002	Renewal due 05/11/2014
PRO VALUE® (Reg. No. 2,838,632)	05/04/2004	03/11/2003	Renewal due 05/04/2014
PRO VALUE™ (Serial No. 78/224,385)		03/11/2003	ITU Allowed 08/03/2004
SEQUANA™ (Serial No. 78/266,701)		06/24/2003	Use Published 09/14/2004
SMART ALLIANCE® (Reg. No. 2,877,183)	08/24/2004	02/25/2003	Renewal due 08/24/2014
SMART CASH & CARRY™ (Serial No. 78/332,957)		11/25/2003	Use Pending

Trademarks owned by Smart & Final Stores Corporation

Mark	Registered	Filed	Status
SMART PRO CASH & CARRY™ (Serial No. 78/350,892)		01/12/2004	ITU Pending
UNITED GROCERS CASH & CARRY™ (Serial No. 78/332,954)		11/25/2003	Use Pending
PRO VALUE® (Reg. No. 2,834,510)	04/20/2004	03/11/2003	Renewal due 04/20/2014
SMART & FINAL CHEF'S REVIEW™ (& design) (Serial No. 78/351,278)		01/13/2004	Use Published 09/30/2004
SMART & FINAL CHEF'S REVIEW™ (& design) (Serial No. 78/351,266)		01/13/2004	Use Published 09/30/2004
SMART & FINAL CHEF'S REVIEW™ (& design) (Serial No. 78/333,183)		11/25/2003	Use Published 09/29/2004
SMART & FINAL CHEF'S REVIEW™ (& design) (Serial No. 78/333,082)		11/25/2003	Use Published 09/29/2004
SMART & FINAL CHEF'S REVIEW™ (& design) (Serial No. 78/332,956)		11/25/2003	Use Published 09/29/2004
SMART & FINAL CHEF'S REVIEW™ (& design) (Serial No. 78/332,904)		11/25/2003	Use Pending
SMART & FINAL CHEF'S REVIEW™ (& design) (Serial No. 78/332,884)		11/25/2003	Use Published 09/29/2004

LA\1348569.1

Trademarks owned by Smart & Final Stores Corporation

Mark	Registered	Filed	Status
SMART & FINAL CHEF'S REVIEW™ (& design) (Serial No. 78/332,863)		11/25/2003	Use Published 09/29/2004

Foreign Trademark Assets

<u>Trademark Asset</u> <u>(Reg./Serial No.)</u>	<u>Jurisdiction</u>	<u>Registrant/Applicant</u>	<u>Status</u>
PRO PRIDE® (Reg. No. 805031)	Mexico	Smart & Final Stores Corporation	Registered 09/08/2003 Renewal due 04/30/2013
PRO PRIDE® (Reg. No. 806032)	Mexico	Smart & Final Stores Corporation	Registered 09/08/2003 Renewal due 04/30/2013
PRO VALUE® (Reg. No. 823105)	Mexico	Smart & Final Stores Corporation	Registered 02/27/2004 Renewal due 09/11/2013
PRO VALUE® (Reg. No. 823106)	Mexico	Smart & Final Stores Corporation	Registered 02/27/2004 Renewal due 09/11/2013

Item B. Trademark Licenses

1. Smart & Final Inc., Smart & Final Stores Corporation and American Foodservice Distributors licensed to GFS Holdings, Henry Lee Company, GFS Stores LLC, and GFS Orlando LLC the following trademarks, the term for these licenses expires as of September 6, 2005:

Ambiance Bay Harbor Davis Lay Dec-O-Toppes Iris	Smart and Final Smart and Final Iris Co. Smart Buy Smart Cash Smart Partners
---	--

LA\1348569.1

La Romanella Montecito Pro Pride Pro Value Rushing Waters Smart & Final Smart Advantage	Smart Pro Smart Track Smart U Smart University Smarty Snack'rs Tender-Lee
---	---

LAV1348569.1