

TRADEMARK

Continuation Item 1

VISTAR CORPORATION
VISTAR MERCHANDISING, INC.
VISTAR/VSA OF HARTFORD, INC.
ROMA FOOD SERVICES, INC.
DONSONS DISTRIBUTING, INC.
ROMA FOOD ENTERPRISES, INC.
ROMA FOOD ENTERPRISES OF ARIZONA, INC.
ROMA GOURMET FOOD ENTERPRISES OF CALIFORNIA, INC.
ROMA FOOD ENTERPRISES OF FLORIDA, INC.
ROMA FOOD ENTERPRISES OF GEORGIA, INC.
ROMA FOOD ENTERPRISES OF NORTH CAROLINA, INC.
ROMA FOOD ENTERPRISES OF SOUTH CAROLINA, INC.
ROMA FOOD ENTERPRISES OF TEXAS, INC.
VISTAR MANAGEMENT, INC.
VISTAR SPECIALTY MARKETS, INC.
ROMA EXPORTING COMPANY, INC.
VEND SOURCE, INC.

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Continuation
Item 4

TRADEMARK REGISTRATIONS:

MARK	REG. NO./ REG. DATE	APP. NO./ FILING DATE	CURRENT OWNER	STATUS
ASSOULTI! (stylized)	1,849,491 08/09/94		Roma Food Enterprises, Inc.	renewal due 08/09/14
ASSOULTI! (stylized)		76/060,474 05/31/00	Roma Food Enterprises, Inc.	opposition dismissed
ASTRO	1,450,071 07/28/87		Roma Food Enterprises, Inc.	renewal due 7/28/07
ASTRO	1,429,468 02/17/1987		Roma Food Enterprises, Inc.	renewal due 02/17/07
ASTRO	1,533,501 04/04/89		Roma Food Enterprises, Inc.	renewal due 04/04/09
ASTRO PIZZA (stylized)	1,468,563 12/08/87		Roma Food Enterprises, Inc.	renewal due 12/08/07
ASTRO PIZZA (stylized)	1,534,533 04/11/89		Roma Food Enterprises, Inc.	renewal due 04/11/09
ASTRO PIZZA (stylized)	1,469,430 12/15/87		Roma Food Enterprises, Inc.	renewal due 12/15/07
BAYWOOD	2,898,207 10/26/04	78/220,689 03/03/03	Vistar Corporation	8 & 15 declaration due 10/26/10
BAYWOOD AND DESIGN	2,898,212 10/26/04	78/221,962 03/05/03	Vistar Corporation	8 & 15 declaration due 10/26/10
BEYOND		78/201,895 01/10/03	Vistar Corporation	statement of use due 11/02/05
BEYOND & DESIGN		78/222,159 03/05/03	Vistar Corporation	statement of use due 11/02/05
BIG SAL'S		78/403,104 04/16/04	Vistar Corporation	published for opposition 08/16/05

MARK	REG. NO./ REG. DATE	APP. NO./ FILING DATE	CURRENT OWNER	STATUS
DELI CO FOODS AND DESIGN	1,409,653 09/16/86		Vistar Corporation	renewal due 09/16/06
ENGLEWOOD FARMS	2,978,490 07/26/05	78/204,329 01/17/03	Vistar Corporation	8 & 15 declaration due 07/26/11
ENGLEWOOD FARMS AND DESIGN	2,973,062 07/19/05	78/222,193 3/5/03	Vistar Corporation	8 & 15 declaration due 07/19/11
FLAVOR.LITE AND DESIGN	1,321,074 02/19/85		Vistar Corporation	allowed to expire
FLAVOR-LITE	1,313,672 01/08/85		Vistar Corporation	allowed to expire
FORMESA		78/455,643 07/23/2004	Vistar Corporation	published for opposition 06/21/05
GRINDSTONE CAFÉ	1,970,476 04/23/96		Vistar Corporation	renewal due 04/23/06
HEARTH LAND		78/220,708 03/03/03	Vistar Corporation	statement of use filed 07/11/05
HEARTH LAND AND DESIGN		78/221,985 03/05/03	Vistar Corporation	response to office action filed 08/16/05
JAVA PORT	2,402,610 11/07/00	75/559,586 09/25/98	Vistar Corporation	8&15 declaration due 11/07/06
LISA		78/517,373 11/16/04	Vistar Corporation	Examiner's Amendment entered 07/08/05
MERCHANT SMART	2,921,708 01/25/05	78/275,044 07/16/03	Vistar Corporation	8 & 15 declaration due 01/25/11
MERCHANTS MART		78/221,767 03/05/03	Vistar Corporation	abandoned
MERCHANTS MART AND DESIGN	2,925,883 02/08/05	78/221,829 03/05/03	Vistar Corporation	8 & 15 declaration due 02/08/11

MARK	REG. NO./ REG. DATE	APP. NO./ FILING DATE	CURRENT OWNER	STATUS
MIDNIGHT PURE		78/402,967 04/16/04	Vistar Corporation	statement of use filed 07/18/05
MIDNIGHT SPRINGS	2,230,835 03/09/99		Vistar Corporation	renewal due 03/09/09
MILKING STOOL	1,791,767 09/07/93		Vistar Corporation	renewal due 09/07/13
MULTI-CHOICE	2,764,603 09/16/03	75/821,759 10/13/99	Vistar Corporation	8 & 15 declaration due 09/16/09
NORTHLAND STAR	2,764,603 05/25/04	78/204,345 01/17/03	Vistar Corporation	8 & 15 declaration due 05/25/10
NORTHLAND STAR AND DESIGN		78/220,867 03/03/03	Vistar Corporation	published for opposition 07/05/05
PIANCONE	1,203,751 08/03/82		Roma Food Enterprises	renewal due 08/02/12
PIZZA POWER	1,307,518 11/27/84		Giovanni's Pizza Supply, Inc.	license expired & was not renewed
PIZZA UNIVERSITY	1,563,873 10/31/89		Vistar Corporation	renewal due 10/31/09
ROMA	1,263,124 01/03/84		Roma Food Enterprises, Inc.	renewal due 01/03/14
ROMA	1,194,795 05/04/82		Roma Food Enterprises	renewal due 05/04/12
ROMA (& design)	1,194,794 05/04/82		Roma Food Enterprises, Inc	renewal due 05/04/12
ROMA (& design)	2,481,136 08/28/01		Roma Food Enterprises, Inc	8 & 15 declaration due 08/28/07
ROMA (& design)	1,263,123 01/03/84		Roma Food Enterprises, Inc.	renewal due 01/03/14
ROMA (& design)	1,263,122 01/03/84		Roma Food Enterprises, Inc.	renewal due 01/03/14
ROMA (& design)	1,194,796		Roma Food	renewal due

MARK	REG. NO./ REG. DATE	APP. NO./ FILING DATE	CURRENT OWNER	STATUS
	05/04/82		Enterprises, Inc.	05/04/12
ROMA (& design)	1,178,076		Roma Food Enterprises	renewal due 11/17/11
ROMA (stylized)	2,443,653 04/17/01		Roma Food Enterprises, Inc.	8 & 15 declaration due 04/17/07
ROMA (stylized)	1,725,523 10/20/92		Roma Food Enterprises, Inc.	renewal due 10/20/12
RYE STREET DELI		76/485,174 01/27/03	Vistar Corporation	statement of use due 03/02/06
RYE STREET DELI AND DESIGN		78/220,686 03/03/03	Vistar Corporation	Abandoned
SALUTE		78/378,714 03/04/04	Vistar Corporation	statement of use filed 07/18/05
SEAL	2,830,172 04/06/04	78/247,160 05/08/03	Vistar Corporation	8 & 15 declaration due 04/06/10
STAR SIGNATURE		78/231,099 03/28/03	Vistar Corporation	statement of use filed 08/10/05
STAR SIGNATURE AND DESIGN		78/231,114 03/28/03	Vistar Corporation	statement of use filed 08/10/05
TOWN PLACE		78/347,60201/0 5/04	Vistar Corporation	abandoned 05/24/05
ULTIMELT	2,979,423 07/26/05	78/318,045 10/24/03	Vistar Corporation	8 & 15 declaration due 07/26/11
ULTIMO	1,627,393 12/11/90		Vistar Corporation	renewal due 12/11/10
ULTIMO! AND DESIGN	2,604,769 08/06/02		Vistar Corporation	8 & 15 declaration due 08/06/08
ULTIMO! AND DESIGN	2,362,205 06/27/00		Vistar Corporation	8 & 15 declaration due 06/27/06
V (stylized)	2,841,304	76/467,333	Vistar Corporation	8 & 15 declaration

MARK	REG. NO./ REG. DATE	APP. NO./ FILING DATE	CURRENT OWNER	STATUS
	05/11/04	11/15/02		due 05/11/10
VEND PRODUCTS DISTRIBUTING	2,359,600 06/20/00	75/603,227 12/15/98	Vistar Corporation	8&15 declaration due 06/20/06
VISTAR VISION		78/396,850 04/06/04	Vistar Corporation	statement of use filed 07/19/05
VISTAR/VSA	2,841,303 05/11/04	76/467,326 11/15/02	Vistar Corporation	8 & 15 declaration due 05/11/10
VISTARLINK	2,846,180 05/25/04	76/481,686 01/09/03	Vistar Corporation	8 & 15 declaration due 05/25/10
VSA	1,206,806 08/31/82		Vistar Corporation	renewal due 08/31/12
VSA (stylized)	1,206,807 08/31/82		Vistar Corporation	renewal due 08/31/12
VSA (stylized)	1,206,808 08/31/82		Vistar Corporation	renewal due 08/31/12

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of dated as of September 14, 2005 (together with all amendments, if any, from time to time hereto, this "Trademark Security Agreement") among VISTAR CORPORATION, a Colorado corporation ("Vistar"), ROMA FOOD SERVICES, INC., a Delaware corporation ("RFS") and together with Vistar and the other persons designated as "Grantors" on the signature pages hereof, each a "Grantor" and collectively, "Grantors") and GENERAL ELECTRIC CAPITAL CORPORATION in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Vistar and the other Borrowers (as defined therein), the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified (the "Credit Agreement") Lenders have agreed to amend and restate the Existing Credit Agreement and to maintain and make the Loans and to incur Letter of Credit Obligations on behalf of Borrowers pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to maintain and make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors have agreed to amend and restate in its entirety the Security Agreement, dated as of September 9, 2002, previously entered into in connection with the Existing Credit Agreement (as amended, modified and supplemented to date, the "Existing Security Agreement"), and to continue the effectiveness of the Existing Security Agreement as and to the extent set forth in this Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement, each of the Grantors is required to amend and restate in their entirety the various Trademark Security Agreements previously entered into in connection with the Existing Credit Agreement (as amended, modified and supplemented to date, the "Existing Trademark Security Agreements"), and to continue the effectiveness of the Existing Trademark Security Agreements as and to the extent set forth in this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each of the Grantors hereby grants to Agent and confirms its prior grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENT AND RESTATEMENT; REAFFIRMATION OF CONTINUING SECURITY. This Trademark Security Agreement amends and restates in its entirety the Existing Trademark Security Agreements. Without limiting the generality of the immediately preceding sentence, the Liens granted under the Existing Trademark Security Agreements, as so amended and restated as set forth in this Trademark Security Agreement, shall in all respects be and remain continuing, securing the payment of all of the Obligations. The Grantors acknowledge the execution and delivery of the Credit Agreement on the date hereof and hereby reaffirm the security interests and Liens granted to Agent for its benefit and the ratable benefit of the Lenders pursuant to the Existing Trademark Security Agreements as so amended and restated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

VISTAR CORPORATION
VISTAR MERCHANDISING, INC.
VISTAR/VSA OF HARTFORD, INC.
ROMA FOOD SERVICES, INC.
DONSONS DISTRIBUTING, INC.
ROMA FOOD ENTERPRISES, INC.
ROMA FOOD ENTERPRISES OF ARIZONA, INC.
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ROMA FOOD ENTERPRISES OF TEXAS, INC.
VISTAR MANAGEMENT, INC.
VISTAR SPECIALTY MARKETS, INC.
ROMA EXPORTING COMPANY, INC.
VEND SOURCE, INC.

By: *[Signature]*
Name: TOM MC COUGHLIN
Title: SR. VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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VISTAR MANAGEMENT, INC.
VISTAR SPECIALTY MARKETS, INC.
ROMA EXPORTING COMPANY, INC.
VEND SOURCE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Charles Brickley
Name: Charles Brickley
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORSSTATE OF ColoradoCOUNTY OF Arapahoe

ss.

On this 12 day of September, 2005 before me personally appeared Tom McBanagle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of the Grantors named in the foregoing instrument, who being by me duly sworn did depose and say that he/she is an authorized officer of said Grantor, that the said instrument was signed on behalf of said Grantor as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said Grantor.

Nancy K. Lytle
Notary Public
State of Colorado

My Commission Expires: 1/10/2007

Nancy K. Lytle
Notary Public

TRADEMARK

REEL: 003219 FRAME: 0781

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS:

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1-NY/1949124.2