

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S&F Stores Merger Sub LLC to be merged with and into Smart & Final Stores LLC		05/31/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: CALIFORNIA

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	2634835	AMBIANCE
Registration Number:	2631245	AMBIANCE
Registration Number:	3079086	AMBIANCE
Registration Number:	2704013	BAY HARBOR
Registration Number:	3121923	CASH & CARRY SMART FOODSERVICE
Registration Number:	3135169	CASH & CARRY SMART FOODSERVICE
Registration Number:	2970108	CASH & CARRY UNITED GROCERS
Registration Number:	3171199	CULINARY CONCEPTS
Registration Number:	2684702	DAVIS LAY
Registration Number:	1626437	DAVIS LAY
Registration Number:	1809395	DEC-O-TOPPES
Registration Number:	1232379	IRIS
Registration Number:	553059	IRIS

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Registration Number:	949445	IRIS
Registration Number:	1138499	IRIS
Registration Number:	2046604	LA ROMANELLA
Registration Number:	2712588	LA ROMANELLA
Registration Number:	1596691	MONTECITO
Registration Number:	2611751	MONTECITO
Registration Number:	2597177	MONTECITO
Registration Number:	2840101	PRO PRIDE
Registration Number:	2840102	PRO PRIDE
Registration Number:	2840103	PRO PRIDE
Registration Number:	2838632	PRO VALUE
Registration Number:	2834510	PRO VALUE
Registration Number:	2668095	RUSHING WATERS
Registration Number:	2908397	SEQUANA
Registration Number:	1260298	SMART & FINAL
Registration Number:	2180065	SMART & FINAL
Registration Number:	2128362	SMART & FINAL
Registration Number:	2070012	SMART & FINAL
Registration Number:	2130164	SMART & FINAL
Registration Number:	2180066	SMART & FINAL
Registration Number:	2199487	SMART&FINAL
Registration Number:	2130002	SMART & FINAL
Registration Number:	2187207	SMART & FINAL
Registration Number:	2232366	SMART & FINAL
Registration Number:	2069962	SMART & FINAL
Registration Number:	1797359	SMART & FINAL
Registration Number:	1797358	SMART & FINAL
Registration Number:	2927915	SMART & FINAL CHEF'S REVIEW
Registration Number:	2927914	SMART & FINAL CHEF'S REVIEW
Registration Number:	2943744	SMART & FINAL. CHEF'S REVIEW
Registration Number:	2927878	SMART & FINAL. CHEF'S REVIEW
Registration Number:	2927877	SMART & FINAL. CHEF'S REVIEW
Registration Number:	2954882	CHEF'S REVIEW SMART & FINAL.
Registration Number:	2927876	SMART & FINAL. CHEF'S REVIEW
Registration Number:	2927875	SMART & FINAL. CHEF'S REVIEW

Registration Number:	2327520	SMARTADVANTAGE
Registration Number:	2038746	SMART ALLIANCE
Registration Number:	2877183	SMART ALLIANCE
Registration Number:	1260297	SMART & FINAL IRIS CO.
Registration Number:	1393707	SMART BUY
Registration Number:	2743863	SMART CASH
Registration Number:	3121943	SMART FOODSERVICE
Registration Number:	2618821	SMART PRO
Registration Number:	1811196	SMART U
Registration Number:	1811195	SMART UNIVERSITY
Registration Number:	1840778	SMARTY
Registration Number:	2633979	SNACK'RS
Registration Number:	1348349	"TENDER-LEE"
Serial Number:	77182997	ALL-IN-ONE SUPER SYRUP
Serial Number:	78660295	SMART BOGO
Serial Number:	78332957	SMART CASH & CARRY
Serial Number:	78517234	SMART FOODSERVICE CASH & CARRY
Serial Number:	78350892	SMART PRO CASH & CARRY
Serial Number:	78550360	SMART VALUE
Registration Number:	2130003	SMART & FINAL

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	7060800
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	06/18/2007

Total Attachments: 10
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ABL TRADEMARK SECURITY AGREEMENT

ABL TRADEMARK SECURITY AGREEMENT dated as of May 31, 2007 (this "*Agreement*"), among S&F STORES MERGER SUB LLC, a California limited liability company ("*MergerSub*") to be merged with and into SMART & FINAL STORES LLC, a California limited liability company ("*S&F*") (MergerSub and, after the merger, S&F, being the "*Grantor*") and BANK OF AMERICA, N.A., as collateral agent (in such capacity, and as further defined in Section 1.01 of the ABL Credit Agreement, the "*Collateral Agent*").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*"), entered into by, among others, SMART & FINAL HOLDINGS CORP., a Delaware corporation ("*Holdings*"), MergerSub, S&F, the subsidiaries of Holdings from time to time party thereto (the "*Subsidiary Loan Parties*"), and the Collateral Agent and (b) the Revolving Credit Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "*ABL Credit Agreement*"), among Holdings, the Grantor, the lenders from time to time party thereto (the "*Lenders*"), BANK OF AMERICA, N.A., as administrative agent (in such capacity, and as further defined in Section 1.01 of the ABL Credit Agreement, the "*Administrative Agent*") and as Collateral Agent, and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the ABL Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or

any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on **Schedule I** (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *ABL/Term Loan Intercreditor Agreement Governs.* REFERENCE IS MADE TO THE ABL/TERM LOAN INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN TO THE CONTRARY, THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT AND THIS AGREEMENT REGARDING THE RELATIVE PRIORITIES OF THE COLLATERAL AGENT, THE TERM LOAN COLLATERAL AGENT AND THE SECOND LIEN TERM LOAN AGENT, THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 5. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this ABL Trademark Security Agreement as of the day and year first above written.

S&F STORES MERGER SUB LLC, as Grantor

By: 
Name: Jan P. Berger, as
Title: VP of Sharp Acquisition Corp.,
its sole member
SMART & FINAL STORES LLC, as Grantor

By: 
Name: JAN P. BERGER
Title: Vice President & Treasurer

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this ABL Trademark Security Agreement as of the day and year first above written.

S&F STORES MERGER SUB LLC, as Grantor

By: _____
Name:
Title:

SMART & FINAL STORES LLC, as Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent

By:  _____
Name:
Title:

Schedule I

Trademarks and Trademark Licenses

Mark (Reg. No. /Ser. No.) ¹	Country	Registered	Filed	Status
ALL-IN-ONE SUPER SYRUP (Ser. No. 77/182,997)	United States		05/16/2007	Pending
AMBIANCE (Reg. No. 2,634,835)	United States	10/15/2002	09/18/2001	Renewal due 10/15/2012
AMBIANCE (& design) (Reg. No. 2,631,245)	United States	10/08/2002	09/18/2001	Renewal due 10/08/2012
AMBIANCE (Reg. No. 3,079,086)	United States	04/11/2006	01/20/2005	Renewal due 04/11/2016
BAY HARBOR (Reg. No. 2,704,013)	United States	04/08/2003	12/17/2001	Renewal due 04/08/2013
CASH & CARRY SMART FOODSERVICE (Reg. No. 3,121,923)	United States	07/25/2006	11/02/2004	Renewal due 07/25/2016
CASH & CARRY SMART FOODSERVICE (Stylized) (Reg. No. 3,135,169)	United States	08/29/2006	02/21/2005	Renewal due 08/29/2016
CASH & CARRY UNITED GROCERS (Reg. No. 2,970,108)	United States	07/19/2005	11/25/2003	Renewal due 07/19/2015
CULINARY CONCEPTS (Reg. No. 3,171,199)	United States	11/14/2006	12/02/2005	Renewal due 11/14/2016
DAVIS LAY (Reg. No. 2,684,702)	United States	02/04/2003	08/25/2000	Renewal due 02/04/2013
DAVIS LAY (Reg. No. 1,626,437)	United States	12/04/1990	02/20/1990	Renewal due 12/04/2010
DEC-O-TOPPES (Reg. No. 1,809,395)	United States	12/07/1993	05/07/1990	Renewal due 12/07/2013
IRIS (Reg. No. 1,232,379)	United States	03/29/1983	07/01/1980	Renewal due 03/29/2013
IRIS (Reg. No. 553059)	United States	01/08/1952	05/05/1950	Renewal due 01/08/2012

¹ All trademarks identified on the schedule are owned by Smart & Final Stores Corporation.

Mark (Reg. No. /Ser. No.)¹	Country	Registered	Filed	Status
IRIS (Reg. No. 949445)	United States	12/26/1972	08/13/1971	Renewal due 12/26/2012
IRIS (Reg. No. 1,138,499)	United States	08/05/1980	10/24/1978	Renewal due 08/05/2010
LA ROMANELLA (Reg. No. 2,046,604)	United States	03/18/1997	08/04/1995	Renewal due 03/18/2017
LA ROMANELLA (Reg. No. 2,712,588)	United States	05/06/2003	11/14/2000	Renewal due 05/06/2013
MONTECITO (Reg. No. 1,596,691)	United States	05/15/1990	01/27/1989	Renewal due 05/15/2010
MONTECITO (Reg. No. 2,611,751)	United States	08/27/2002	10/05/2000	Renewal due 08/27/2012
MONTECITO (Reg. No. 2,597,177)	United States	07/23/2002	10/05/2000	Renewal due 07/23/2012
PRO PRIDE (Reg. No. 2,840,101)	United States	05/11/2004	10/30/2002	Renewal due 05/11/2014
PRO PRIDE (Reg. No. 2,840,102)	United States	05/11/2004	10/30/2002	Renewal due 05/11/2014
PRO PRIDE (Reg. No. 2,840,103)	United States	05/11/2004	10/30/2002	Renewal due 05/11/2014
PRO VALUE (Reg. No. 2,838,632)	United States	05/04/2004	03/11/2003	Renewal due 05/04/2014
PRO VALUE (Reg. No. 2,834,510)	United States	04/20/2004	03/11/2003	Renewal due 04/20/2014
RUSHING WATERS (Reg. No. 2,668,095)	United States	12/31/2002	03/01/2001	Renewal due 12/31/2012
SEQUANA (Ser. No. 2,908,397)	United States	12/07/2004	06/24/2003	Renewal due 12/07/2014
SMART & FINAL (Reg. No. 1,260,298)	United States	12/06/1983	09/30/1982	Renewal due 12/06/2013
SMART & FINAL (stylized) (Reg. No. 2180065)	United States	08/11/1998	01/21/1997	Renewal due 08/11/2008
SMART & FINAL (Stylized) (Reg. No. 2,128,362)	United States	01/13/1998	08/09/1996	Renewal due 01/13/2008
SMART & FINAL (Stylized) (Reg. No. 2,070,012)	United States	06/10/1997	08/26/1996	Renewal due 06/10/2007

Mark (Reg. No. /Ser. No.) ¹	Country	Registered	Filed	Status
SMART & FINAL (Stylized) (Reg. No. 2,130,164)	United States	01/20/1998	11/01/1996	Renewal due 1/20/2008
SMART & FINAL (Stylized) (Reg. No. 2,180,066)	United States	08/11/1998	01/21/1997	Renewal due 08/11/2008
SMART & FINAL (Stylized) (Reg. No. 2,130,003)	United States	01/20/1998	08/09/1996	Renewal due 1/20/2008
SMART & FINAL (Stylized) (Reg. No. 2,199,487)	United States	10/27/1998	04/25/1997	Renewal due 10/27/2008
SMART & FINAL (Stylized) (Reg. No. 2,130,002)	United States	01/20/1998	08/09/1996	Renewal due 01/20/2008
SMART & FINAL (Stylized) (Reg. No. 2,187,207)	United States	09/08/1998	01/21/1997	Renewal due 09/08/2008
SMART & FINAL (Stylized) (Reg. No. 2,232,366)	United States	03/16/1999	05/07/1998	Renewal due 03/16/2009
SMART & FINAL (Stylized) (Reg. No. 2,069,962)	United States	06/10/1997	08/09/1996	Renewal due 06/10/2007
SMART & FINAL (Stylized) (Reg. No. 1,797,359)	United States	10/05/1993	06/30/1992	Renewal due 10/05/2013
SMART & FINAL (Stylized) (Reg. No. 1,797,358)	United States	10/05/1993	06/30/1992	Renewal due 10/05/2013
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,915)	United States	02/22/2005	01/13/2004	Renewal due 02/22/2015

Mark (Reg. No. /Ser. No.) ¹	Country	Registered	Filed	Status
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,914)	United States	02/22/2005	01/13/2004	Renewal due 02/22/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,943,744)	United States	04/26/2005	11/25/2003	Renewal due 04/26/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,878)	United States	02/22/2005	11/25/2003	Renewal due 02/22/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,877)	United States	02/22/2005	11/25/2003	Renewal due 02/22/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,954,882)	United States	05/24/2005	11/25/2003	Renewal due 05/24/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,876)	United States	02/22/2005	11/25/2003	Renewal due 02/22/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,875)	United States	02/22/2005	11/25/2003	Renewal due 02/22/2015
SMART ADVANTAGE (Reg. No. 2,327,520)	United States	03/14/2000	11/01/1996	Renewal due 03/14/2010
SMART ALLIANCE (Reg. No. 2,038,746)	United States	02/18/1997	03/04/1996	Renewal due 02/18/2007
SMART ALLIANCE (Reg. No. 2,877,183)	United States	08/24/2004	02/25/2003	Renewal due 08/24/2014
SMART & FINAL IRIS CO. (Reg. No. 1,260,297)	United States	12/06/1983	09/30/1982	Renewal due 12/06/2013
SMART BOGO (Ser. No. 78/660,295)	United States		06/28/2005	Allowed 06/06/2006

Mark (Reg. No. /Ser. No.) ¹	Country	Registered	Filed	Status
SMART BUY (Reg. No. 1,393,707)	United States	05/20/1986	05/06/1985	Renewal due 05/20/2016
SMART CASH (Reg. No. 2,743,863)	United States	07/29/2003	08/10/2001	Renewal due 07/29/2013
SMART CASH & CARRY (Ser. No. 78/332,957)	United States		11/25/2003	Allowed 07/19/2005
SMART FOODSERVICE (Reg. No. 3,121,943)	United States	07/25/2006	11/15/2004	Renewal due 07/25/2016
SMART FOODSERVICE CASH & CARRY (Ser. No. 78/517,234)	United States		11/15/2004	Allowed 04/25/2006
SMART PRO (Reg. No. 2,618,821)	United States	09/10/2002	11/14/2000	Renewal due 09/10/2012
SMART PRO CASH & CARRY (Ser. No. 78/350,892)	United States		01/12/2004	Allowed 09/13/2005
SMART U (Reg. No. 1,811,196)	United States	12/14/1993	03/24/1993	Renewal due 12/14/2013
SMART UNIVERSITY (Reg. 1,811,195)	United States	12/14/1993	03/24/1993	Renewal due 12/14/2013
SMART VALUE (Ser. No. 78/550,360)	United States		01/19/2005	Allowed 08/29/2006
SMARTY (Ser. No. 1,840,778)	United States	06/21/1994	08/27/1996	Renewal due 06/21/2014
SNACK'RS (Reg. No. 2,633,979)	United States	10/15/2002	04/25/2000	Renewal due 10/15/2012
TENDER-LEE (Reg. No. 1,348,349)	United States	07/09/1985	12/28/1984	Renewal due 07/09/2015

Unregistered Tradenames

Cash & Carry
First Street Butcher Shop
First Street Creamery
First Street Dairy
First Street Deli
Signature Bakeries
Tradewinds

<u>Registered Domain Names</u>	<u>Expiration</u>	<u>Account Holder</u>
smartandfinal.com	12-11-2014	S&F Stores Corp.
smartfoodservice.com	1-23-2012	S&F Stores Corp.
smartnfinal.net	4-15-2012	S&F Stores Corp.
smartu.com	10-31-2009	S&F Stores Corp.
ugcashandcarry.com	1-24-2008	S&F Stores Corp.