

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Restore Acquisition Corp.		07/03/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Citicorp North America, Inc., as ABL Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
<b>PROPERTY NUMBERS Total: 37</b>			
Property Type	Number	Word Mark	
Registration Number:	1451067	BRITTANY	
Registration Number:	2523329	COCINA DE CALIDAD	
Registration Number:	2523330	COCINA DE CALIDAD	
Registration Number:	2528329	COCINA DE CALIDAD	
Registration Number:	2525904	COCINA DE CALIDAD	
Registration Number:	2383694	HALTON FARMS	
Registration Number:	2603719	HALTON FARMS EXPRESS!	
Registration Number:	2584610	HALTON FARMS EXPRESS!	
Registration Number:	0865854	HARRISON HOUSE	
Registration Number:	0865855	HARRISON HOUSE	
Registration Number:	0655597		
Registration Number:	0865856		
Registration Number:	3247312	MONARCH	
Registration Number:	0652490	MONARCH	

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**TRADEMARK**  
**REEL: 003582 FRAME: 0078**

Registration Number:	3249389	MONARCH "OUR HIGHEST QUALITY"
Registration Number:	0180174	MONARCH
Registration Number:	2532306	MONARCH ADVANTAGE
Registration Number:	0180558	MONARCH
Registration Number:	0178357	MONARCH
Registration Number:	0224367	MONARCH
Registration Number:	0652493	MONARCH
Registration Number:	1585912	MONARCH
Registration Number:	2532305	MONARCH HERITAGE
Registration Number:	1862957	MR. BUTLER
Registration Number:	1859059	MR. BUTLER
Registration Number:	1836955	PERFECTA
Registration Number:	1446878	SANDLER FOODS
Registration Number:	1432470	SF SANDLER FOODS
Registration Number:	1469233	ST. JOHN'S
Registration Number:	0534231	SUNDAY DINNER
Registration Number:	0641503	SUNDAY DINNER
Registration Number:	1486613	SUNDAY DINNER
Registration Number:	1436413	THE MONARCH EDGE
Registration Number:	1446932	THERE'S MORE TO FOODSERVICE THAN JUST GOOD FOOD
Serial Number:	77142149	FLAVORS
Serial Number:	77142160	FLAVORS BY MONARCH FOODS
Serial Number:	78867960	MONARCH FOODS

#### CORRESPONDENCE DATA

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8002210770  
 Email: matthew.mayer@thomson.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1133 Avenue of the Americas  
 Address Line 2: Suite 3100  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 010779
NAME OF SUBMITTER:	Matthew Mayer

Signature:

/Matthew Mayer/

Date:







07/17/2007









Total Attachments: 12




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# Schedule A

## Trademarks

Trademark	Reg. No./Appl. No.	Reg. Date
BRITTANY	RN:1,451,067	Aug. 4, 1987
COCINA DE CALIDAD	RN:2,523,329	Dec. 25, 2001
COCINA DE CALIDAD	RN:2,523,330	Dec. 25, 2001
COCINA DE CALIDAD AND DESIGN	RN:2,528,329	Jan. 8, 2002
		
COCINA DE CALIDAD AND DESIGN	RN:2,525,904	Jan. 1, 2002
		
FLAVORS	SN:77/142,149	Mar. 28, 2007
FLAVORS BY MONARCH FOODS AND DESIGN	SN:77/142,160	Mar. 28, 2007
HALTON FARMS	RN:2,383,694	Sept. 5, 2000
HALTON FARMS EXPRESS! (STYLIZED)	RN:2,603,719	Aug. 6, 2002
		
HALTON FARMS EXPRESS! (STYLIZED)	RN:2,584,610	June 25, 2002
		
HARRISON HOUSE	RN:865,854	Mar. 4, 1969
HARRISON HOUSE AND DESIGN	RN:865,855	Mar. 4, 1969
		
MISCELLANEOUS DESIGN	RN:655,597	Dec. 10, 1957
		

MISCELLANEOUS DESIGN 	RN:865,856	Mar. 4, 1969
MONARCH MONARCH	RN:3,247,312	May 29, 2007
MONARCH	RN:652,490	Oct. 1, 1957
MONARCH "OUR HIGHEST QUALITY" AND DESIGN 	RN: 3,249,389	June 5, 2007
MONARCH (STYLIZED) 	RN:180,174	Feb. 26, 1924
MONARCH ADVANTAGE	RN:2,532,306	Jan. 22, 2002
MONARCH AND DESIGN 	RN:180,558	Mar. 4, 1924
MONARCH AND DESIGN 	RN:178,357	Jan. 8, 1924
MONARCH AND DESIGN 	RN:224,367	Feb. 22, 1927
MONARCH AND DESIGN  Monarch	RN:652,493	Oct. 1, 1957
MONARCH AND DESIGN  Monarch	RN:1,585,912	Mar. 6, 1990
MONARCH FOODS	SN:78/867,960	Apr. 24, 2006
MONARCH HERITAGE	RN:2,532,305	Jan. 22, 2002
MR. BUTLER	RN:1,862,957	Nov. 15, 1994

MR. BUTLER AND DESIGN 	RN:1,859,059	Oct. 18, 1994
PERFECTA	RN:1,836,955	May 17, 1994
SANDLER FOODS	RN:1,446,878	July 7, 1987
SF SANDLER FOODS AND DESIGN 	RN:1,432,470	Mar. 10, 1987
ST. JOHN'S	RN:1,469,233	Dec. 15, 1987
SUNDAY DINNER	RN:534,231	Dec. 5, 1950
SUNDAY DINNER	RN:641,503	Feb. 12, 1957
SUNDAY DINNER (STYLIZED) 	RN:1,486,613	May 3, 1988
THE MONARCH EDGE	RN:1,436,413	Apr. 14, 1987
THERE'S MORE TO FOODSERVICE THAN JUST GOOD FOOD	RN:1,446,932	July 7, 1987

## ABL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ABL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 3, 2007, is made by Restore Acquisition Corp. (the "Grantor") in favor of Citicorp North America, Inc. (the "ABL Collateral Agent"), as administrative agent and ABL collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement, dated as of July 3, 2007 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "ABL Credit Agreement"), among Restore Acquisition Corp., the ABL Collateral Agent, as administrative agent, collateral agent and issuing lender, Deutsche Bank Securities Inc., as syndication agent, Natixis as Senior Managing Agent and the other parties party thereto.

WHEREAS, pursuant to the ABL Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the ABL Credit Agreement, the Grantor and certain Subsidiaries of U.S. Foodservice executed and delivered a ABL Guarantee and Collateral Agreement, dated as of July 3, 2007, in favor of the ABL Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "ABL Guarantee and Collateral Agreement");

WHEREAS, pursuant to the ABL Guarantee and Collateral Agreement, the Grantor granted to the ABL Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has 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 Lenders to make extensions of credit to the Grantor on the terms and subject to the conditions of the ABL Credit Agreement, the Grantor agrees, for the benefit of the ABL Collateral Agent, as follows:

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 provided by reference in the ABL Credit Agreement and the ABL Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the ABL Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the ABL Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than Acquired Business Parent, a Subsidiary of Acquired Business Parent or an Affiliate thereof for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the ABL Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Guarantee and Collateral Agreement. The ABL Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the ABL Credit Agreement and the ABL Guarantee and Collateral 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. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]



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 date first set forth above.

RESTORE ACQUISITION CORP.

By: 

Name: Nathan K. Sleeper

Title: Vice President and Secretary

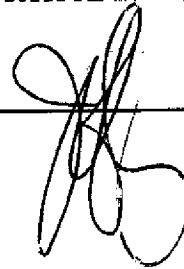
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RESTORE ACQUISITION CORP.

By: \_\_\_\_\_  
Name:  
Title:

CITICORP NORTH AMERICA, INC.

By: \_\_\_\_\_  
Name:  
Title:



**JEFFREY NITZ  
DIRECTOR**

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.: )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared NATHAN H. SLEEPER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Noreen P. Denihan  
Notary Public

(Affix Seal Below)

NOREEN P. DENIHAN  
Notary Public, State of New York  
No. 4878570 - Nassau County  
Term Expires 02/19/09

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On this 29 day of June, 2007, before me personally appeared Jeffrey Nitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Denise C. Perry

Notary Public

(Affix Seal Below)







DENISE C. PERRY  
Notary Public, State of New York  
No. 01PE6045304  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires: 07/31/2010









[ABL TRADEMARK GRANT]




TRADEMARK  
REEL: 003582 FRAME: 0089

# Schedule A

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