

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Day Gourmet, L.P.		07/03/2007	LIMITED PARTNERSHIP: INDIANA
RECEIVING PARTY DATA			
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:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2481590	HARD BODY	
Registration Number:	2053710	SUPERIOR	
Registration Number:	1694995	SUPERIOR PRODUCTS	
Registration Number:	1629650	SUPERIOR PRODUCTS MFG. CO.	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		

CH \$115.00 2481590


900082012

TRADEMARK
REEL: 003582 FRAME: 0093

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/17/2007
<p>Total Attachments: 8</p> <p>source=Nextday_Citicorp_tm4#page2.tif</p> <p>source=Nextday_Citicorp_tm4#page3.tif</p> <p>source=Nextday_Citicorp_tm4#page4.tif</p> <p>source=Nextday_Citicorp_tm4#page5.tif</p> <p>source=Nextday_Citicorp_tm4#page6.tif</p> <p>source=Nextday_Citicorp_tm4#page7.tif</p> <p>source=Nextday_Citicorp_tm4#page8.tif</p> <p>source=Nextday_Citicorp_tm4#page9.tif</p>	

Schedule A

Trademarks

Trademark	Reg. No.	Reg. No.	Reg. Date
HARD BODY	RN:2,481,590		Aug. 28, 2001
SUPERIOR	RN:2,053,710		Apr. 22, 1997
SUPERIOR PRODUCTS	RN:1,694,995		Jun. 16, 1992
SUPERIOR PRODUCTS MFG. CO. AND DESIGN	RN:1,629,650		Dec. 25, 1990
			

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 Next Day Gourmet L.P. (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, Restore Acquisition Corp., the Grantor and certain other 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.

NEXT DAY GOURMET L.P.

By: Next Day Gourmet, Inc.,
its general partner

By: 
Name: David B. Eberhardt
Title: Executive 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.

NEXT DAY GOURMET L.P.

By: Next Day Gourmet, Inc.,
its general partner

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.

By: _____
Name:
Title:



JEFFREY NITZ
DIRECTOR

STATE OF Maryland)
COUNTY OF Howard) ss.:

On this _____ day of _____, 2007, before me personally appeared David B. Eberhardt, 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.

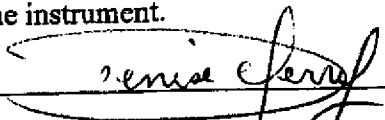
Kathleen M. Fitzgibbon
Notary Public

(Affix Seal Below)



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29 day of June, 2007, before me personally appeared Jeffrey Witz, 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.


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: 0101

Schedule A

Trademarks

Trademark	Serial Number	Registration Date
HARD BODY	RN:2,481,590	Aug. 28, 2001
SUPERIOR	RN:2,053,710	Apr. 22, 1997
SUPERIOR PRODUCTS	RN:1,694,995	Jun. 16, 1992
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