

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Revolving Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Foodservice, Inc.		07/03/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc., as Revolving Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1216958	AF	
Registration Number:	0564315	ALLEN'S PRIDE	
Registration Number:	0645818	LADY PAULINE	
Registration Number:	1177544	RESTORE	
Registration Number:	0728005	VALAY	
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 \$140.00 1216958



900082045

TRADEMARK
REEL: 003582 FRAME: 0204

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/18/2007
<p>Total Attachments: 8</p> <p>source=USFoodserv_citicorp_revolv_tm5#page2.tif</p> <p>source=USFoodserv_citicorp_revolv_tm5#page3.tif</p> <p>source=USFoodserv_citicorp_revolv_tm5#page4.tif</p> <p>source=USFoodserv_citicorp_revolv_tm5#page5.tif</p> <p>source=USFoodserv_citicorp_revolv_tm5#page6.tif</p> <p>source=USFoodserv_citicorp_revolv_tm5#page7.tif</p> <p>source=USFoodserv_citicorp_revolv_tm5#page8.tif</p> <p>source=USFoodserv_citicorp_revolv_tm5#page9.tif</p>	

Schedule A

Trademarks

Trademark	Reg. No./Reg. No.	App. Date/Reg. Date
AF AND DESIGN 	RN:1,216,958	Nov. 16, 1982
ALLEN'S PRIDE	RN:564,315	Sept. 23, 1952
LADY PAULINE	RN:645,818	May 21, 1957
RESTORE AND DESIGN 	RN:1,177,544	Nov. 10, 1981
VALAY	RN:728,005	Feb. 27, 1962

**REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 3, 2007, is made by U.S. Foodservice, Inc. (the "Grantor") in favor of Citicorp North America, Inc. (the "Revolving Collateral Agent"), as administrative agent and revolving collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Revolving 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 "Revolving Credit Agreement"), among Restore Acquisition Corp., the Revolving 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 Revolving 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 Revolving Credit Agreement, Restore Acquisition Corp., the Grantor and certain other Subsidiaries of U.S. Foodservice executed and delivered a Revolving Guarantee and Collateral Agreement, dated as of July 3, 2007, in favor of the Revolving Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Revolving Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Revolving Guarantee and Collateral Agreement, the Grantor granted to the Revolving 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 Revolving Credit Agreement, the Grantor agrees, for the benefit of the Revolving 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 Revolving Credit Agreement and the Revolving Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Revolving 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 Revolving 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 Revolving Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Revolving Guarantee and Collateral Agreement. The Revolving 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 Revolving Credit Agreement and the Revolving 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.

U.S. FOODSERVICE, INC.

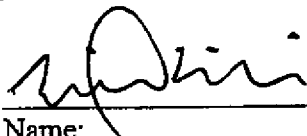
By: 
Name: David B. Eberhardt
Title: Executive Vice President and Secretary

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.

U.S. FOODSERVICE, INC.

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.

By:  _____
Name:
Title: **Michael S. Zicari**
Vice President

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 29th day of June, 2007, before me personally appeared Michael S. Zicari, 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.

Edward R. Chalfin
Notary Public

(Affix Seal Below)



EDWARD R. CHALFIN
Notary Public, State of New York
No. 00-011119
Qualified in New York County
Commission Expires Aug 27, 2010

[REVOLVING TRADEMARK GRANT]

TRADEMARK
REEL: 003582 FRAME: 0212

Schedule A

Trademarks

Trademark	Reg. No. (RN)	App. Date / Reg. Date
AF AND DESIGN 	RN:1,216,958	Nov. 16, 1982
ALLEN'S PRIDE	RN:564,315	Sept. 23, 1952
LADY PAULINE	RN:645,818	May 21, 1957
RESTORE AND DESIGN 	RN:1,177,544	Nov. 10, 1981
VALAY	RN:728,005	Feb. 27, 1962