TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HENRY'S HOLDINGS LLC		10/26/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, as First Lien Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78814838	HENRY'S ALL NATURAL
Registration Number:	3023486	HENRY'S FARMERS MARKET
Registration Number:	2784309	HENRY'S MARKETPLACE
Registration Number:	2610002	HENRY'S MARKETPLACE
Registration Number:	2659763	HENRY'S MARKETPLACE
Registration Number:	2601345	HENRY'S MARKETPLACE
Registration Number:	2543183	HENRY'S MARKETPLACE
Registration Number:	2433795	HENRY'S MARKETPLACE
Registration Number:	2621619	HENRY'S MARKETPLACE
Registration Number:	3125951	SUN HARVEST FARMS
Serial Number:	78558157	SUN HARVEST MARKET
Serial Number:	77012069	TRUST HENRY'S FOR LIFE
Registration Number:	2794653	TRUST HENRY'S MARKETPLACE FOR LIFE

OP $340.00 78814838

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32675
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/29/2008

Total Attachments: 6

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SUPPLEMENT NO. 1 TO FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1 TO ABL TRADEMARK SECURITY AGREEMENT dated as of October 26, 2007 (this "***Trademark Supplement***"), among SMART & FINAL STORES LLC, a California limited liability company ("***S&F***") (the "***Existing Grantor***"), HENRY'S HOLDINGS LLC, a Delaware limited liability company (the "***New Grantor***", and together with the Existing Grantor, the "***Grantors***"), and CREDIT SUISSE, as collateral agent (in such capacity, and as further defined in Section 1.01 of the First Lien Term Loan Credit Agreement, the "***Collateral Agent***").

WHEREAS, 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 "***Guarantee and Collateral Agreement***"), entered into by, among others, SMART & FINAL HOLDINGS CORP., a Delaware corporation ("***Holdings***"), the Existing Grantor, the subsidiaries of Holdings from time to time party thereto (the "***Subsidiary Loan Parties***"), and the Collateral Agent, to which the New Grantor has joined as a party pursuant to the Supplement No. 1 to the Guarantee and Collateral Agreement and Intercreditor Agreement dated as of October 26, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "***Supplement***", and together with the Guarantee and Collateral Agreement, the "***Security Agreement***") and (b) the First Lien Term Loan Credit Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "***First Lien Term Loan Credit Agreement***"), among Holdings, the Grantor, the lenders from time to time party thereto (the "***Lenders***"), CREDIT SUISSE, as administrative agent (in such capacity, and as further defined in Section 1.01 of the First Lien Term Loan Credit Agreement, the "***Administrative Agent***") and as Collateral Agent, and the other financial institutions named therein;

WHEREAS; reference is further made to the First Lien Trademark Security Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "***Trademark Agreement***"), entered into by the Existing Grantor and the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the New Grantor has granted a security interest to the Collateral Agent for the benefit of itself and the other Lenders in, among other things, its Trademarks; and

WHEREAS, the New Grantor is a wholly-owned subsidiary of the Existing Grantor; and

WHEREAS, the Lenders have agreed to extend credit to the Existing Grantor and certain of its Affiliates subject to the terms and conditions set forth in the First Lien Term Loan Credit Agreement, and the obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Trademark Supplement;

NOW, WHEREFORE, the parties hereto agree as follows:

Section 1 ***Terms***. Capitalized terms used in this Trademark Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the First Lien

Term Loan Credit Agreement, as applicable. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Trademark Supplement.

Section 2 ***Supplement to Schedule I.*** Schedule I of the Trademark Agreement is hereby supplemented, but not replaced, by Schedule I-A annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule I shall be deemed to include (i) the Trademarks referenced on Schedule I as such Schedule I exists immediately prior to the date hereof, and (ii) the Trademarks referenced on Schedule I-A annexed hereto.

Section 3 ***No Further Modification to Trademark Agreement.*** Except as specifically provided herein, all of the terms and conditions of the Trademark Agreement shall remain in full force and effect as in effect prior to the date hereof, without releasing any obligors thereon or collateral security therefor.

Section 4 ***Miscellaneous.***

(a) This Trademark Supplement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

(b) This Trademark Supplement and the Supplement express the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof or thereof.

(c) Any determination that any provision of this Trademark Supplement or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Trademark Supplement.

(d) The Grantors shall pay all costs and expenses of the Collateral Agent, including, without limitation, reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Trademark Supplement.

(e) The New Grantor warrants and represents that the New Grantor has consulted with independent legal counsel of their selection in connection with this Trademark Supplement and is not relying on any representations or warranties of the Collateral Agent or the Secured Parties or their counsel in entering into this Trademark Supplement.

Section 5 THIS TRADEMARK SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

SMART & FINAL STORES LLC, as a Grantor

By: _____
Name: JAN P. BERGER
Title: Vice President

HENRY'S HOLDINGS, LLC, as a Grantor

By: _____
Name: JAN P. BERGER
Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: _____
Name:
Title:

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

SMART & FINAL STORES LLC, as a Grantor

By:_____
Name:
Title:

HENRY'S HOLDINGS LLC, as a Grantor

By:_____
Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent

By:_____
Name: JUDITH E. SMITH
Title: DIRECTOR

By:_____
Name:
Title: KARIM BLASETTI
VICE PRESIDENT

Schedule I-A

Supplement to Trademarks and Trademark Licenses

Federal Trademarks of Henry's Holdings LLC:

1. Henry's All Natural (stylized)—Pending application no. 78/814838 (filed 2/14/06)
2. Henry's Farmers Market—Reg. no. 30323486 (registered 12/06/05)
3. Henry's Marketplace—Reg no. 2784309 (registered 11/18/03) and reg. no. 2402310 (registered 11/07/00)
4. Henry's Marketplace (and Design):
   Reg. no. 2610002 (registered 8/20/02)
   Reg. no. 2659763 (registered 12/10/02)
   Reg. no. 2601345 (registered 7/30/02)
   Reg. no. 2543183 (registered 2/26/02)
   Reg. no. 2433795 (registered 3/6/01)
   Reg. no. 2621619 (registered 9/17/02)
5. Sun Harvest Farms—Reg. no. 3125951 (registered 8/8/06)
6. Sun Harvest market—Pending application no. 78/558157 (office action suspending further action mailed on 2/23/06)
7. Trust Henry's for Life—Pending application no. 77/012069 (office action issued 2/3/07; response due on 8/3/07)
8. Trust Henry's Marketplace for Life—Reg. no 2794653 (registered 12/16/03)

Texas State Trademarks of Henry's Holdings LLC:

1. Sun Harvest—Reg. no. TX031352 (registered 6/20/02)
2. Sun Harvest Farms—Reg. no. TX031351 (registered 6/20/02)
3. Sun Harvest Markets—Reg. no. TX031403 (registered 6/20/02)