

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Adding 20 trademarks that were not added in the original recordation. 20 trademarks provided in registration numbers column. previously recorded on Reel 003601 Frame 0854. Assignor(s) hereby confirms the Correction 8/15/2007 003601 & 0854.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vistar Corporation		07/20/2007	Colorado Corporation:

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	301 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1194794	ROMA
Registration Number:	2481136	ROMA
Registration Number:	1263123	ROMA
Registration Number:	1263122	ROMA
Registration Number:	1194796	ROMA
Registration Number:	1178076	ROMA
Registration Number:	2443653	ROMA
Registration Number:	1725523	ROMA
Registration Number:	3090617	RYE STREET DELI
Registration Number:	3002886	SALUTÉ
Registration Number:	2830172	SEAL
Registration Number:	3007793	STAR SIGNATURE

CH \$515.00 1194794

Registration Number:	2979423	ULTIMELT
Registration Number:	1627393	ULTIMO
Registration Number:	2604769	ULTIMO!
Registration Number:	2362205	ULTIMO!
Registration Number:	2841304	V
Registration Number:	2359600	VEND PRODUCTS DISTRIBUTING
Registration Number:	3022014	VISTAR VISION
Registration Number:	2841303	VISTAR/VSA

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Email: kai.goodwin@contractor.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:	512391
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/04/2008

Total Attachments: 11

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Addendum to Cover Page of Trademarks Cover Page

1. Name of conveying party(ies)

ROMA FOOD ENTERPRISES, INC., A NEW JERSEY CORPORATION

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Trademark Security Agreement, dated as of July 20, 2007, by and between VISTAR CORPORATION, a corporation formed under the laws of Colorado, and ROMA FOOD ENTERPRISES, INC., a corporation formed under the laws of New Jersey (each, a "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as ABL Collateral Agent pursuant to the Credit Agreement dated as of July 20, 2007 (in such capacity, the "Grantee").

WITNESSETH:

WHEREAS, each Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Grantee pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of each Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VISTAR CORPORATION

By: 

Name: Kent E. Berka
Title: Senior Vice President

[Signature Page -- Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ROMA FOOD ENTERPRISES, INC.

By: 

Name: Kent R. Berka
Title: Senior Vice President

[Signature Page — Trademark Security Agreement]

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as ABL Collateral Agent and Grantee

By: 

Name: Anthony D. Braxton
Title: Director

[Signature Page — Trademark Security Agreement]

Schedule 5

Trademarks

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS (excluding Intent-to-Use Trademark Applications):

Trademark	Reg. No.	Reg. Date	Serial No.	Filing Date	Owner
ASSOULTI	3,187,151	12/19/06	78/814,554	02/14/06	Roma Food Enterprises, Inc.
ASSOULTI (stylized)	1,849,491	08/09/94	74/220,689	01/31/91	Roma Food Enterprises, Inc.
ASSOULTI (stylized)	3,038,663	01/10/06	76/060,474	05/31/00	Roma Food Enterprises, Inc.
ASTRO	1,450,071	07/28/87	73/594,150	04/18/86	Roma Food Enterprises, Inc.
ASTRO	1,429,468	02/17/87	73/594,152	04/18/86	Roma Food Enterprises, Inc.
ASTRO	1,533,501	04/04/89	73/740,557	07/18/88	Roma Food Enterprises, Inc.
ASTRO PIZZA (stylized)	1,468,563	12/08/87	73/658,157	04/30/87	Roma Food Enterprises, Inc.
ASTRO (stylized)	1,534,533	04/11/89	73/740,428	07/18/88	Roma Food Enterprises, Inc.
ASTRO PIZZA (stylized)	1,469,430	12/15/87	73/658,156	04/30/87	Roma Food Enterprises, Inc.
BAYWOOD	2,898,207	10/26/04	78/220,689	03/03/03	Vistar Corporation
BAYWOOD AND DESIGN	2,898,212	10/26/04	78/221,962	03/05/03	Vistar Corporation
CORAZO	N/A	N/A	77/044,781	11/15/06	Vistar Corporation
DELI CO FOODS AND DESIGN	1,409,653	09/16/86	73/554,754	08/22/85	Vistar Corporation
ENGLEWOOD FARMS	2,978,490	07/26/05	78/204,329	01/17/03	Vistar Corporation
ENGLEWOOD FARMS AND	2,973,062	07/19/05	78/222,193	03/05/03	Vistar Corporation

DESIGN					
GRINDSTONE CAFÉ	1,970,476	04/23/96	74/524,362	05/13/94	Vistar Corporation
HEARTH LAND	2,993,096	09/06/05	78/220,708	03/03/03	Vistar Corporation
JAVA PORT	2,402,610	11/07/00	75/559,586	09/25/98	Vend Products Dis- tributing
LISA	3,041,190	01/10/06	78/517,373	11/16/04	Vistar Corporation
MERCHANT SMART	2,921,708	01/25/05	78/275,044	07/16/03	Vistar Corporation
MERCHANTS MART AND DESIGN	2,925,883	02/08/05	78/221,829	03/05/03	Vistar Corporation
MIDNIGHT PURE	3,006,626	10/11/05	78/402,967	04/16/04	Vistar Corporation
MIDNIGHT SPRINGS	2,230,835	03/09/99	75/478,946	05/04/98	Vistar Corporation
MILKING STOOL	1,791,767	09/07/93	74/351,956	01/25/93	Vistar Corporation
MULTI-CHOICE	2,764,603	09/16/03	75/821,759	10/13/99	Vistar Corporation
NORTHLAND STAR	2,846,798	05/25/04	78/204,345	01/17/03	Vistar Corporation
NORTHLAND STAR AND DESIGN	3,000,623	09/27/05	78/220,867	03/03/03	Vistar Corporation
PIANCONE	3,205,568	02/06/07	78/814,736	02/14/06	Roma Food Enter- prises, Inc.
PIANCONE	1,203,751	08/03/82	73/251,013	02/21/80	Roma Food Enter- prises, Inc.
PIANCONE CREMA D'ORO	3,178,644	11/28/06	78/729,963	10/10/05	Roma Food Enter- prises, Inc.
PIZZA U UNIVERSITY	1,563,873	10/31/89	73/778,788	02/06/89	Vistar Corporation
ROMA	N/A	N/A	78/819,764	02/21/06	Roma Food Enter- prises, Inc.
ROMA	1,263,124	01/03/84	73/251,019	02/21/80	Roma Food Enter- prises, Inc.
ROMA	1,194,795	05/04/82	73/251,015	02/21/80	Roma Food Enter-

					prises, Inc.
ROMA (& design)	1,194,794	05/04/82	73/251,014	02/21/80	Roma Food Enterprises, Inc.
ROMA (& design)	2,481,136	08/28/01	75/432,971	02/12/98	Roma Food Enterprises, Inc.
ROMA (& design)	1,263,123	01/03/84	73/251,018	02/21/80	Roma Food Enterprises, Inc.
ROMA (& design)	1,263,122	01/03/84	73/251,017	02/21/80	Roma Food Enterprises, Inc.
ROMA (& design)	1,194,796	05/04/82	73/251,016	02/21/80	Roma Food Enterprises, Inc.
ROMA (& design)	1,178,076	11/17/81	73/251,012	02/21/80	Roma Food Enterprises, Inc.
ROMA (stylized)	2,443,653	04/17/01	75/432,972	02/12/98	Roma Food Enterprises, Inc.
ROMA (stylized)	1,725,523	10/20/92	74/090,436	08/23/90	Roma Food Enterprises, Inc.
RYE STREET DELI	3,090,617	05/09/06	76/485,174	01/27/03	Vistar Corporation
SALUTÉ	3,002,886	09/27/05	78/378,714	03/04/04	Vistar Corporation
SEAL	2,830,172	04/06/04	78/247,160	05/08/03	Vistar Corporation
STAR SIGNATURE	3,007,793	10/18/05	78/231,099	03/28/03	Vistar Corporation
ULTIMÉLT	2,979,423	07/26/05	78/318,045	10/24/03	Vistar Corporation
ULTIMO	1,627,393	12/11/90	74/021,440	01/22/90	Vistar Corporation
ULTIMO! AND DESIGN	2,604,769	08/06/02	78/338,204	11/16/01	Vistar Corporation
ULTIMO! AND DESIGN	2,362,205	06/27/00	75/777,344	08/17/99	Vistar Corporation
V (stylized)	2,841,304	05/11/04	76/467,333	11/15/02	Vistar Corporation
VEND PRODUCTS DISTRIBUTING	2,359,600	06/20/00	75/603,227	12/15/98	Vistar Corporation
VISTAR VISION	3,022,014	11/29/05	78/396,850	04/06/04	Vistar Corporation
VISTAR/VSA	2,841,303	05/11/04	76/467,326	11/15/02	Vistar Corporation

VISTARLINK	2,846,180	05/25/04	76/841,686	01/09/03	Vistar Corporation
VSA	1,206,806	08/31/82	73/224,018	07/19/79	Vistar Corporation
VSA (stylized)	1,206,807	08/31/82	73/224,019	07/19/79	Vistar Corporation
VSA (stylized)	1,206,808	08/31/82	73/224,020	07/19/79	Vistar Corporation

UNITED STATES INTENT-TO-USE TRADEMARK APPLICATIONS:

Trademark	Reg. No.	Reg. Date	Serial No.	Filing Date	Owner
BEYOND	N/A	N/A	78/201,895	01/10/03	Vistar Corporation
BEYOND & DESIGN	N/A	N/A	78/222,159	03/05/03	Vistar Corporation
FAVOLOSO	N/A	N/A	77/027,692	10/24/06	Vistar Corporation

OTHER TRADEMARKS:

Trademark	Country	Reg. No.	Reg. Date	Owner
ROMA AND DESIGN (rectangle)	Mexico	641,878	02/22/00	Roma Food Enterprises, Inc.
ROMA AND DESIGN (rectangle design)	Mexico	608,982	10/14/97	Roma Food Enterprises, Inc.
ROMA AND DESIGN (rectangle design)	Mexico	608,983	04/10/99	Roma Food Enterprises, Inc.
ROMA AND DESIGN (rectangle design)	Mexico	608,985	10/14/97	Roma Food Enterprises, Inc.
ROMA AND DESIGN	Mexico	748,011	05/23/02	Roma Food Enterprises, Inc.
ROMA & DESIGN	Mexico	695,282	10/14/97	Roma Food Enterprises, Inc.
ROMA & DESIGN	Mexico	748,012	05/23/02	Roma Food Enterprises, Inc.
ROMA AND DESIGN (rectangle)	Mexico	608,984	10/14/97	Roma Food Enterprises, Inc.
ROMA AND DESIGN (CROWN DESIGN)	Mexico	608,986	10/14/97	Roma Food Enterprises, Inc.
ROMA AND DESIGN (CROWN DESIGN)	Mexico	608,987	10/14/97	Roma Food Enterprises, Inc.

ROMA AND DESIGN (CROWN DESIGN)	Mexico	608,988	10/14/97	Roma Food Enterprises, Inc.
ROMA AND DESIGN	Mexico	606,862	04/27/99	Roma Food Enterprises, Inc.
ROMA AND DESIGN (CROWN DESIGN)	Mexico	608,989	10/14/97	Roma Food Enterprises, Inc.
ROMA & DESIGN	Mexico	768,011	10/31/02	Roma Food Enterprises, Inc.
ROMA & DESIGN	Mexico	746,013	05/23/02	Roma Food Enterprises, Inc.
ROMA AND DESIGN (HORSESHOE)	Mexico	695,283	10/14/97	Roma Food Enterprises, Inc.