

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		08/11/2008	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: 1			
Property Type	Number	Word Mark	
Registration Number:	2402310	HENRY'S MARKETPLACE	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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:	33624		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$40.00 2402310

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TRADEMARK
REEL: 003835 FRAME: 0431

Date:

08/14/2008

Total Attachments: 6

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SUPPLEMENT TO FIRST LIEN TERM LOAN TRADEMARK
SECURITY AGREEMENT

SUPPLEMENT TO FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT dated as of August 11, 2008 (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:

Title:

JAN P. BERGER

Vice President & Treasurer

HENRY'S HOLDINGS LLC, as a
Grantor

By: _____



Name:

Title:

JAN P. BERGER

Vice President

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____

Name:

Title:

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: **KARIM BLASETTI**
Title: **VICE PRESIDENT**

By:  _____
Name: **CHRISTOPHER REO DAY**
Title: **ASSOCIATE**

Schedule I-A

Federal Trademark of Henry's Holdings LLC:

<u>Mark</u>	<u>Owner</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Henry's Marketplace	Henry's Holdings LLC	75/275384	4/15/97	2402310	11/7/00