

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Institutional Jobbers Company		10/27/2008	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Reinhart FoodService, L.L.C.		
Street Address:	1500 St. James Street		
City:	La Crosse		
State/Country:	WISCONSIN		
Postal Code:	54602-2858		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3440065	IJ	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414.277.5675		
Email:	msl@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	790373.00067		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		
Date:	11/17/2008		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of October 28 2008 (the "Effective Date") by and between Institutional Jobbers Company, a Tennessee corporation ("Assignor") and Reinhart FoodService, L.L.C., a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee, among others, have entered into an Asset Purchase Agreement dated as of September 16, 2008, as amended (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, the Assignee wishes to acquire, and Assignor wishes to assign (a) all of Assignor's right, title and interest in and to the trademark and trade name and United States trademark registration and application therefor and the common law trademark and tradename identified and set forth on Schedule A (the "Marks"); and (b) the goodwill associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated with the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation), at Assignee's reasonable request and at Assignee's expense: (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned hereby; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor consents to Assignee's request that the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the Marks.

This Assignment shall be effective as of the close of business on the Effective Date.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[signature pages follow]

Acknowledged and agreed:

REINHART FOODSERVICE, L.L.C.

By: Mark Drazkowski

Name: MARK DRAZKOWSKI

Title: CEO

State of Wisconsin)
) SS
County of La Crosse)

On this 27th day of October, 2008, before me, Arvin Gurns, the undersigned Notary Public, personally appeared Mark Drazkowski personally known to me OR _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary's Signature

Schedule A

Institutional Jobbers Food Service Distributors (Registered December 18, 1989)

The IJ Company Food Service Distributors and Design (Tennessee- Registered June 16, 1999)

IJ Design (Registration # 3,440,065)

IJ Essentials (Pending- Serial # 77-293340)