

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Menugistics, L.L.C.		12/21/2007	LIMITED LIABILITY COMPANY: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	800 NICOLLET MALL		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77020500	MENUGISTICS	
Serial Number:	77020492	MENUGISTICS	
Serial Number:	77975870	MENUGISTICS	
Serial Number:	77975882	MENUGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)338-3857		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-359-7645		
<b>Email:</b>	glipp@fwhtlaw.com		
<b>Correspondent Name:</b>	GLENDA M. LIPP, C/O FABYANSKE LAW FIRM		
<b>Address Line 1:</b>	800 LASALLE AVENUE, SUITE 1900		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	GLENDA M. LIPP		
<b>Signature:</b>	/GLENDA M. LIPP/		

OP \$115.00 77020500

Date:

12/23/2008

**Total Attachments: 14**

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**NOTICE OF SECURITY INTEREST IN U. S. TRADEMARKS**

United States Patent and Trademark Office:

Please be advised that pursuant to a Trademark Security Assignment dated as of December 21, 2007 made by MENUGISTICS, L.L.C., an Iowa limited liability company having a place of business at 3550 2<sup>nd</sup> Street, Coralville, Iowa 53154 ("Grantor") for the benefit of U. S. Bank National Association, a national banking association, having a place of business at U.S. Bancorp Center, 800 Nicollet Mall, Minneapolis, Minnesota 55402 ("Secured Party"), as amended from time to time (as so amended, the "Security Agreement"), Grantor has granted to Secured Party a continuing security interest in, and a continuing lien upon, all of the trademarks and trademark applications described below:

**TRADEMARKS**

See Part I of Exhibit A attached hereto and incorporated herein by reference.

**TRADEMARK APPLICATIONS**

See Part II of Exhibit A attached hereto and incorporated herein by reference.

Secured Party's security interest in the described trademark and trademark applications can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

MENUGISTICS, L.L.C.

By: Jeff A. Briveman  
Name: Jeff A. Briveman  
Its: President

Subscribed and sworn to before me  
this 18<sup>th</sup> day of December, 2008.

Steph C. Con  
Notary Public

4/15/09

EXHIBIT A

TRADEMARKS AND TRADEMARKS APPLICATIONS

PART I. TRADEMARKS

Mark	Reg. No.	Ser. No Mark	Filing Date	Registration Date
MENUGISTICS		77020500	October 13, 2006	
MENUGISTICS		77020492	October 13, 2006	
MENUGISTICS	3505247	77975870	October 13, 2006	September 23, 2008
MENUGISTICS	3508623	77975882	October 13, 2006	September 30, 2008

PART II. TRADEMARK APPLICATIONS

NOT APPLICABLE

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 21, 2007, by MENUGISTICS, L.L.C., an Iowa limited liability company (the "Grantor"), in favor of U. S. BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

### RECITALS

A. Hawkeye FoodService Distribution, Inc., an Iowa corporation (the "Borrower") and the Lender are the parties to that certain Credit and Security Agreement dated as of August 2, 1994, as amended to date (as so amended and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrower.

B. The Borrower has requested that the Lender consent to the Borrower's transfer of certain of the "Collateral" described in the Credit Agreement to the Grantor and as a condition to granting such consent, the Lender has required that, among other things, the Grantor execute and deliver to the Lender:

(1) that certain Security Agreement dated as of December 21, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Menugistics Security Agreement") pursuant to which the Grantor has granted a security interest to the Lender in the "Collateral" described therein including, without limitation, all of the Grantor's now owned or hereafter acquired trademarks, trademark applications, trade names, trade secrets, goodwill and licenses; and

(2) this Agreement to further grant a security interest to the Lender in the "Trademark Collateral" hereinafter described.

C. The Grantor has determined that the execution, delivery and performance of this Agreement are in its best business and pecuniary interest.

**NOW, THEREFORE**, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. As security for the payment of all Obligations, the Grantor does hereby grant to the Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a) each trademark and service mark (collectively, the "Trademark(s)") and each trademark application and service mark application (collectively, the "Trademark Application(s)"), including, without limitation, each Trademark and Trademark Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(b) each trademark and service mark license (collectively, the "Trademark License(s)"), including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark Application referred to in Schedule 1 and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items (a) through (c) being sometimes herein collectively referred to as the "Trademark Collateral").

2. The Grantor agrees with Lender that, until the security interest granted by this Agreement has been terminated in accordance with the terms hereof:

(a) The Grantor will perform all acts and execute all documents including, without limitation, grants of security interest, in form suitable for filing with the United States Patent and Trademark Office, reasonably requested by the Lender at any time to evidence, perfect, maintain, record and enforce the Lender's interest in the Trademark Collateral or otherwise in furtherance of the provisions of this Agreement;

(b) Except to the extent that the Lender shall consent in writing, the Grantor (either itself or through licensees) will, unless the Grantor shall reasonably determine that any Trademark Collateral (or the use of any Trademark Collateral in connection with a particular class of goods or products) is not of material economic value to the Grantor: (i) continue to use each Trademark on each and every trademark class of goods in order to maintain each Trademark in full force free from any claim of abandonment for non-use; (ii) maintain as in the past the quality of products and services offered under each Trademark; (iii) employ each Trademark with the appropriate notice of application or registration to the extent required by applicable law to maintain such Trademark; (iv) not use any Trademark except for the uses for which registration or application for registration of such Trademark has been made, unless such use is otherwise lawful; and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated;

(c) Unless the Grantor shall reasonably determine that a Trademark or Trademark Application is not of material economic value to the Grantor, the Grantor shall notify the Lender immediately if it knows, or has reason to know, of any reason that any application or registration relating to any Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Grantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same;

(d) If the Grantor, either itself or through any agent, employee, licensee or designee, shall file a Trademark Application for the registration of any Trademark with

the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, the Grantor shall promptly inform the Lender, and, upon request of the Lender, shall promptly execute and deliver any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in such Trademark and the goodwill and general intangibles of the Grantor relating thereto or represented thereby;

(e) Unless the Grantor shall reasonably determine that a Trademark Application is not of material economic value to the Grantor, the Grantor will take all commercially reasonable steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each Trademark Application (and to obtain the relevant registration) and to maintain each registration of the Trademarks, including, without limitation, filing of applications for renewal and affidavits of use;

(f) Unless the Grantor shall reasonably determine that a Trademark is not of material economic value to the Grantor, the Grantor shall promptly notify the Lender if any Trademark is infringed, misappropriated or diluted by a third party and either shall promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as the Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark; and

(g) The Grantor agrees that it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Grantor's obligations under this Agreement.

3. Upon the occurrence and during the continuance of an Event of Default and in addition to any right or remedy available to the Lender under the Menugistics Security Agreement:

(a) The Lender may, at any time and from time to time, upon thirty (30) days' prior notice to the Grantor, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Trademark Collateral, throughout the world, for such term or terms, on such conditions, and in such manner, as the Lender shall in its sole discretion determine;

(b) The Lender may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensor, licensee or sublicensee all rights and remedies of the Grantor in, to and under any one or more license or other agreements with respect to any Trademark Collateral and take or refrain from taking any action under any such license or other agreement, and the Grantor hereby releases the Lender from, and agrees to hold the

Lender free and harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such license or agreement;

(c) Any and all payments received by Lender under or in respect of any Trademark Collateral (whether from the Grantor or otherwise), or received by the Lender by virtue of the exercise of the license granted to Lender by subsection (h) below, shall be applied to the Obligations in accordance with Section 8.2 of the Menugistics Security Agreement;

(e) The Lender may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it under this Agreement or the Menugistics Security Agreement, all the rights and remedies of a secured party on default under the Code and all of the Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other;

(f) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Trademark Collateral pursuant to this Section 3 and/or the Menugistics Security Agreement, the Lender may, at any time, execute and deliver on behalf of the Grantor one or more instruments of assignment of the Trademark Collateral (or any application or registration thereof), in form suitable for filing, recording or registration in the United States Patent and Trademark Office or any country where the relevant Trademark Collateral is of material economic value to the Grantor; and the Grantor agrees to pay when due all reasonable costs incurred in any such transfer of the Trademark Collateral, including any taxes, fees and reasonable attorneys' fees;

(g) In the event of any sale, lease, assignment, license, sublicense or other disposition of any of the Trademark Collateral pursuant to this Section, the Grantor shall supply to the Lender or its designee its know-how and expertise relating to the manufacture and sale of the products relating to any Trademark Collateral subject to such disposition, and its customer lists and other records relating to such Trademark Collateral and to the distribution of said products; and

(h) For the purpose of enabling the Lender to exercise rights and remedies under this Agreement and/or the Menugistics Security Agreement at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, Grantor hereby grants to the Lender, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense at such time any Trademark Collateral, now owned or hereafter acquired by the Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer and automatic machinery software and programs used for the compilation or printout thereof.



4. This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Menugistics Security Agreement and subject to limitations set forth therein. the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Menugistics Security Agreement, the terms most favorable to the Lender shall control.

5. If any term of this Agreement is found invalid under Minnesota law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining terms of this Agreement.

6. THIS AGREEMENT HAS BEEN DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT MINNEAPOLIS, MINNESOTA. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA(WITHOUT REGARD TO MINNESOTA CONFLICTS OF LAW PRINCIPLES).

7. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE LENDER TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO THE BORROWER, THE GRANTOR AND THE LENDER AGREE THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE AND WITHOUT LIMITATION ON THE ABILITY OF THE LENDER, ITS SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF THE OBLIGATIONS AND THE EXERCISE OF ALL OF THE LENDER'S RIGHTS AGAINST THE GRANTOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF THE GRANTOR, INCLUDING DISPOSITIONS OF THE TRADEMARK COLLATERAL, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT MINNEAPOLIS, MINNESOTA EXCEPT TO THE EXTENT THAT, BY REASON OF MANDATORY PROVISIONS OF LAW, ANY REMEDIES WITH RESPECT TO, THE LENDER'S SECURITY INTEREST IN ANY TRADEMARK COLLATERAL IS REQUIRED TO BE PROSECUTED IN A JURISDICTION OTHER THAN THE STATE OF MINNESOTA. THE LENDER AND THE GRANTOR EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT MINNEAPOLIS, MINNESOTA HAVING JURISDICTION OVER THE SUBJECT MATTER, AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO THE GRANTOR AT ITS ADDRESS SET FORTH ON THE SIGNATURE PAGE HERETO AND THE LENDER AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF MINNESOTA. GRANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

8. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Menugistics Security Agreement including, without limitation, the defined terms set forth in the Credit Agreement that are incorporated into the Menugistics Security Agreement by reference.

[signature page follows]



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Ser. No Mark</u>	<u>Filing Date</u>

Trademark Applications

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
MENUgistics	77020500	October 13, 2006
MENUgistics	77020492	October 13, 2006

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT is made as of December 16, 2008 (the "Amendment"), by **MENUGISTICS, L.L.C.**, an Iowa limited liability company (the "Grantor"), and **U. S. BANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

RECITALS:

A. The Grantor and the Lender are parties to that certain Trademark Copyright Security Agreement dated as of December 21, 2007 (the "Original Agreement").

B. The Original Agreement requires that Grantor execute and deliver this Amendment to amend Schedule I attached thereto to add additional Trademarks hereto.

C. The Grantor has determined that the execution, delivery and performance of this Amendment are in its best business and pecuniary interest.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Lender agree as follows:

1. **Defined Terms.** All capitalized terms used in this Amendment shall, except where the context otherwise requires, have the meanings set forth in the Original Agreement as amended hereby.

2. **Amendment to Original Agreement.** Schedule 1 to the Original Agreement is amended to conform to Schedule 1 (Amended 12/08) attached to this Amendment.

3. **Representations and Warranties.** To induce the Lender to enter into this Amendment, the Grantor represents and warrants to the Lender as follows:

(a) The execution, delivery and performance by Grantor of this Amendment and any other document to be executed and/or delivered by Grantor in connection herewith have been duly authorized by all necessary company action, do not require any approval or consent of, or any registration, qualification or filing with, any government agency or authority or any approval or consent of any other person (including, without limitation, any member, do not and will not conflict with, result in any violation of or constitute any default under, any provision of Grantor's organizational documents, any agreement binding on or applicable to Grantor or any of its property, or any law or governmental regulation or court decree or order, binding upon or applicable to Grantor or any of its property and will not result in the creation or imposition of any security interest or other lien or encumbrance in or on any of its property pursuant to the provisions of any agreement applicable to Grantor or any of its property except pursuant to the Loan Documents to which Grantor is a party; and

(b) The Original Agreement, as amended by this Amendment, remains in full force and effect and is the legal, valid and binding obligation of Grantor and is enforceable in accordance with its terms, subject only to limitations as to enforceability which might result from bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and subject to limitations on the availability of equitable remedies.

4. **Reference to and Effect on the Loan Documents.**

(a) From and after the date of this Amendment, each reference in the Original Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Original Agreement and each reference in the Credit Agreement or any other Loan Document to the Original Agreement as a "Loan Document" shall mean and be a reference to the Original Agreement as amended hereby.

(b) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lender under the Original Agreement nor constitute a waiver of any provision of the Original Agreement.

5. **Governing Law.** THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AMENDMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, BUT GIVING EFFECT TO FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO NATIONAL BANKS.

6. **Headings.** Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

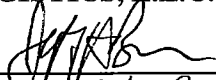
7. **Counterparts.** This Amendment may be executed in separate counterparts and by separate parties in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same Amendment.

8. **Recitals.** The Recitals hereto are incorporated herein by reference.

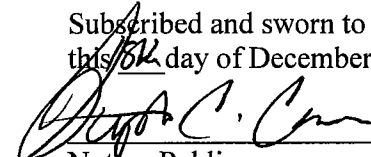
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first written above.

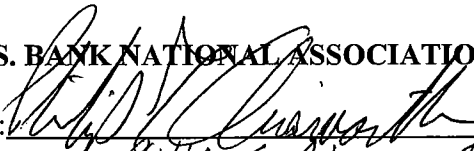
**MENUGISTICS, L.L.C.**

By:   
Name: Jeff A. Braverman  
Title: President

Subscribed and sworn to before me  
this 02 day of December, 2008.

  
Notary Public

**U.S. BANK NATIONAL ASSOCIATION**

By:   
Name: Philip C. Hingsworth  
Title: Vice President

4/15/09

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT  
(Amended 12/08)

Trademarks

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