

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Five Star Distributors, Inc.		04/30/2009	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VISTAR CORPORATION		
<b>Street Address:</b>	12650 ARAPAHOE ROAD		
<b>City:</b>	ENGLEWOOD		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2840840	JAVA ROAST	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(612)371-3207		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612/371-3211		
Email:	tmg@lindquist.com		
Correspondent Name:	LINDQUIST & VENNUM P.L.L.P.		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 2:	Connie Heikkila		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	510121.0116		
NAME OF SUBMITTER:	CONNIE R. HEIKKILA		
Signature:	/connierheikkila/		
Date:	05/13/2009		

CH \$40.00 2840840

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

April 30, 2009

Five Star Distributors, Inc., an Illinois corporation (the "Assignor"), is the owner of the trademark listed on Exhibit A (the "Trademark"). The Assignor has agreed to assign all of its right, title and interest in and to the Trademark to Vistar Corporation, a Colorado corporation (the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Assignor sells, assigns and transfers to the Assignee the Assignor's entire right, title and interest in and to the Trademark, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Trademark, as well as the right to recover and have damages and profits for past infringement, if any.

2. Subject to Section 5, upon the reasonable request of the Assignee, the Assignor agrees to assist the Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Trademark, including renewals, continuations, divisions, reissues and substitutions, that the Assignee elects to make covering the Trademark.

3. This Assignment will be binding upon the successors and assigns of the Assignor and will inure to the benefit of the successors and assigns of the Assignee.

4. The Assignor agrees that it will not execute any writing nor do any act conflicting with this Assignment, and that the Assignor will at any time upon request, without further or additional consideration, execute such additional writings and, subject to Section 5, do such additional acts, including the giving of testimony, as the Assignee or its successors and assigns may deem reasonably necessary or desirable in the enjoyment of this Assignment and in enforcing any rights relating hereto.

5. The Assignee will reimburse the Assignor for all reasonable, out-of-pocket expenses incurred by the Assignor in connection with the performance of its obligations under Sections 2 and 4 of this Assignment.

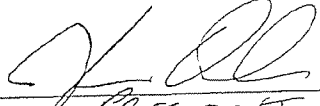
6. The Commissioner for Trademarks of the United States is authorized and requested to recognize the Assignee as the owner of the Trademark, as applicable. The Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Trademark of foreign countries to the Assignee as requested.

\* \* \* \* \*

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed effective as of the date first set forth above.

ASSIGNOR:

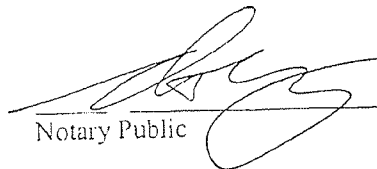
FIVE STAR DISTRIBUTORS, INC.

By:   
Its: PRESIDENT

STATE OF Illinois )

COUNTY OF Cook )


On this 30th day of April 2009, personally appeared John Ochi, the President of Five Star Distributors, Inc., an Illinois corporation, and acknowledged that he executed the foregoing Assignment as his free act and deed.

  
Notary Public  
Thomas K Mowery  
State of Illinois  
Notary Public-Official Seal  
Commission Expires 9-12-09

*[Signature Page to Trademark Assignment Agreement]*

ASSIGNEE:

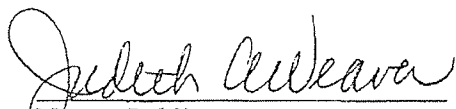
VISTAR CORPORATION

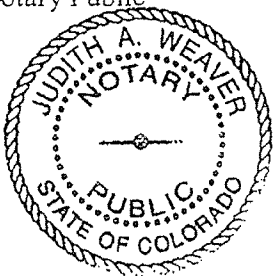
By:   
Its. Vice President

STATE OF COLORADO )

COUNTY OF ARAPAHOE

On this 29<sup>th</sup> day of April 2009, personally appeared Kent R. Berke, the Vice President of Vistar Corporation, a Colorado corporation, and acknowledged that he executed the foregoing Assignment as his free act and deed.

  
Notary Public



*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 003986 FRAME: 0570**

EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT AGREEMENT

Registered United States Trademark

<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>	<u>Registration Date</u>
JAVA ROAST	2,840,840	United States	5/11/04

Design marks are as depicted below:

