

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

GRANT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chef Solutions Inc.		11/06/2009	CORPORATION: DELAWARE
CS Distributors, Inc. of Ohio		11/06/2009	CORPORATION: OHIO
Orval Kent Food Company, Inc.		11/06/2009	CORPORATION: DELAWARE
CS Prepared Foods Holdings, Inc.		11/06/2009	CORPORATION: DELAWARE
CS Distribution Holdings, Inc.		11/06/2009	CORPORATION: DELAWARE
Orval Kent Food Company of Linares, Inc.		11/06/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3235580	ORVAL KENT
Registration Number:	1254637	MICHIGAN
Registration Number:	0921213	MICHIGAN
Registration Number:	3429086	YODER'S IT'S GRANDMA GOOD!
Registration Number:	3456138	PREPARED FOR YOU
Registration Number:	3500541	FRESH TOSS
Registration Number:	3443419	RENO'S
Serial Number:	76684885	BISTRO 28

900147150

TRADEMARK
 REEL: 004092 FRAME: 0779

CH \$390.00 3235580

Registration Number:	3486855	BISTRO 28
Serial Number:	76685773	BISTRO 28
Registration Number:	3552467	FRESH CREATIVE FOODS
Registration Number:	3552460	FRESH CREATIVE FOODS
Registration Number:	3645300	FRESH CREATIVE FOODS AN EATING EXPERIENCE THAT TOUCHES THE HEART.
Registration Number:	3652946	BISTRO 28
Serial Number:	76691011	BISTRO 28

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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

Phone: 212-756-2783

Email: nicholas.corrado@srz.com

Correspondent Name: N. Corrado c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983.0129
NAME OF SUBMITTER:	Nicholas Corrado (025983.0129)
Signature:	/kc for nc/
Date:	11/06/2009

Total Attachments: 5

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, each of the subsidiaries of Chef Solutions Holdings LLC, a Delaware limited liability company, identified on the signature pages hereof (such subsidiaries are referred to hereinafter each individually as an "Assignor" and collectively as the "Assignors"), have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Trademark Security Agreement dated as of September 29, 2006 (as amended, restated or otherwise modified from time to time, the "Security Agreement") in favor of Wells Fargo Foothill, Inc., as agent for certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee, and granted to the Assignee for the benefit of the lenders, a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of all Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors do hereby grant, assign, transfer and convey unto the Assignee for the benefit of the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of all Secured Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 6, 2009.

ASSIGNORS:

CHEF SOLUTIONS INC.,
a Delaware corporation

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

CS DISTRIBUTORS, INC. OF OHIO,
an Ohio corporation

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

ORVAL KENT FOOD COMPANY, INC.,
a Delaware corporation

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

CS PREPARED FOODS HOLDINGS, INC.,
a Delaware corporation

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

CS DISTRIBUTION HOLDINGS, INC.,
a Delaware corporation

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

[Assignment for Security (Trademarks)]







ORVAL KENT FOOD COMPANY OF LINARES,
INC.,
a Delaware corporation

By: Susan K. Sarp
Name: SUSAN K. SARP
Title: SFO

[Assignment for Security (Trademarks)]

Schedule A

US Federal and State Trademark Applications and Registrations

Owner	Country/ State	Trademark	Applicati on Date	Applicatio n No.	Registration Date	Registration No.
I&K Distributors, Inc.	Ohio					TM13075
Orval Kent Food Company, Inc.	California					62227
Orval Kent Food Company, Inc.	Illinois					044103
Orval Kent Food Company, Inc.	US					3235580
Orval Kent Food Company, Inc.	US					1254637
Orval Kent Food Company, Inc.	US	Michigan				921213
Orval Kent Food Company, Inc.	US					3429086
Orval Kent Food Company, Inc.	US					3456138

Owner	Country/ State	Trademark	Applicati on Date	Applicatio n No.	Registration Date	Registration No.
Orval Kent Food Company, Inc.	US					3500541
Orval Kent Food Company, Inc.	US					3443419
Orval Kent Food Company, Inc.	US			76/68488 5		
Orval Kent Food Company, Inc.	US					3486855
Orval Kent Food Company, Inc.	US	BISTRO 28		76/68577 3		
Orval Kent Food Company, Inc.	US	FRESH CREATIVE FC				3552467
Orval Kent Food Company, Inc.	US	<i>Fresh Creative</i>				3552460
Orval Kent Food Company, Inc.	US					3645300
Orval Kent Food Company, Inc.	US					3652946
Orval Kent Food Company, Inc.	US			76/69101 1		