

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

02/08/2010  
 900154279

<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>
Smart & Final Stores LLC		01/29/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Henry's Holdings LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Cash & Carry Stores LLC		01/29/2010	LIMITED LIABILITY COMPANY: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: <b>US</b>		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3121923	CASH & CARRY SMART FOODSERVICE	
Registration Number:	3135169	CASH & CARRY SMART FOODSERVICE	
Registration Number:	2870108	CASH & CARRY UNITED GROCERS	
Registration Number:	3121943	SMART FOODSERVICE	
Serial Number:	77903159	WHERE RESTAURANTS BUY BETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)415-1557		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	703-415-1555		
<b>Email:</b>	mail@specializedpatent.com		

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**TRADEMARK**  
 REEL: 004154 FRAME: 0946

<b>Correspondent Name:</b> Christopher E. Kondracki	
<b>Address Line 1:</b> 1501 Wilson Boulevard	
<b>Address Line 2:</b> Suite 510	
<b>Address Line 4:</b> Arlington, VIRGINIA 22209	
<b>ATTORNEY DOCKET NUMBER:</b>	1002801
<b>NAME OF SUBMITTER:</b>	Christopher E. Kondracki
<b>Signature:</b>	/Christopher E. Kondracki/
<b>Date:</b>	02/08/2010
<b>Total Attachments:</b> 6 source=Smart - Final#page1.tif source=Smart - Final#page2.tif source=Smart - Final#page3.tif source=Smart - Final#page4.tif source=Smart - Final#page5.tif source=Smart - Final#page6.tif	

## EXECUTION VERSION

## SUPPLEMENT NO. 2 TO ABL TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 2 TO ABL TRADEMARK SECURITY AGREEMENT effective as of January 29, 2010 (this "*Trademark Supplement*"), among SMART & FINAL STORES LLC, a California limited liability company ("*S&F*"), HENRY'S HOLDINGS LLC, a Delaware limited liability company ("*HH LLC*"), and together with S&F, individually, an "*Existing Grantor*", and collectively, the "*Existing Grantors*", CASH & CARRY STORES LLC, an Oregon limited liability company (the "*New Grantor*"), and together with the Existing Grantors, the "*Grantors*", and BANK OF AMERICA, N.A., as collateral agent (in such capacity, and as further defined in Section 1.01 of the ABL 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*"), S&F, the subsidiaries of Holdings from time to time party thereto (the "*Subsidiary Loan Parties*"), and the Collateral Agent, to which (i) HH LLC 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, "*Supplement No. 1*"), and (ii) the New Grantor has joined as a party pursuant to the Supplement No. 2 to the Guarantee and Collateral Agreement and Intercreditor Agreement dated as of December 16, 2009 (as amended, restated, supplemented, waived or otherwise modified from time to time, "*Supplement No. 2*"), and together with the Guarantee and Collateral Agreement and Supplement No. 1, the "*Security Agreement*"), and (b) the Revolving Credit Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "*ABL Credit Agreement*"), among Holdings, S&F, the lenders from time to time party thereto (the "*Lenders*"), BANK OF AMERICA, N.A., as administrative agent (in such capacity, and as further defined in Section 1.01 of the ABL Credit Agreement, the "*Administrative Agent*") and as Collateral Agent, and the other financial institutions named therein;

WHEREAS, reference is further made to the ABL Trademark Security Agreement dated as of May 31, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "*Existing Trademark Agreement*"), entered into by S&F and the Collateral Agent, to which HH LLC joined as a party pursuant to the Supplement No. 1 to ABL Trademark Security Agreement dated as of October 26, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, "*TM Supplement No. 1*"), and together with the Existing Trademark Agreement, collectively, the "*Trademark Agreement*");

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 S&F; and

WHEREAS, the Lenders have agreed to extend credit to S&F and certain of its Affiliates subject to the terms and conditions set forth in the ABL Credit Agreement, and the obligations of

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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 ABL 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.

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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: **RICHARD N. PIEGLEY**  
Title: **Senior Vice President & Chief Financial Officer**

HENRY'S HOLDINGS LLC, as a Grantor

By:   
Name: **RICHARD N. PIEGLEY**  
Title: **Senior Vice President & Chief Financial Officer**

CASH & CARRY STORES LLC, as a Grantor

By:   
Name: **RICHARD N. PIEGLEY**  
Title: **Senior Vice President & Chief Financial Officer**

BANK OF AMERICA, N.A., as Collateral Agent

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:

CASH & CARRY STORES LLC, as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as Collateral Agent

By: David Vega  
Name: David Vega  
Title: Managing Director

Schedule I-ASupplement to Trademarks and Trademark Licenses

Mark (Reg. No./Ser. No.)	Country	Registered	Filed	Status
CASH & CARRY SMART FOODSERVICE Reg No 3121923	United States	07/25/2006	11/02/2004	Renewal due 07/25/2016
CASH & CARRY SMART FOODSERVICE Stylized Reg No 3135169	United States	08/29/2006	02/21/2005	Renewal due 08/29/2016
CASH & CARRY UNITED GROCERS Reg No 2970108	United States	07/19/2003	11/23/2003	Renewal due 07/19/2013
SMART FOODSERVICE Reg No 3121943	United States	07/25/2006	11/15/2004	Renewal due 07/25/2016
WHERE RESTAURANTS BUY BETTER Ser No. 77/903139	United States		12/30/2009	

Unregistered Tradenames

Cash &amp; Carry

Registered Domain Names  
www.smartfoodservice.comExpiration  
1-23-2012Account Holder  
Cash & Carry Stores LLC

Schedule I-A to Supplement No. 2 to ABL Trademark Security Agreement

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