

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asbury Foodservice Equipment Co.		09/30/2010	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Agent		
<b>Street Address:</b>	205 Datura Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401-5603		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3460701	DEER	
Registration Number:	3444100	BARTEC	
Registration Number:	3452393	MAXXIMUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9192868041		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	031558-000171 EAR		
<b>NAME OF SUBMITTER:</b>	Ellen A. Rubel		

OP \$90.00 3460701

**900173258**

**TRADEMARK**  
**REEL: 004290 FRAME: 0756**

Signature:	/Ellen A. Rubel/
Date:	10/06/2010
Total Attachments: 4 source=SI-T Asbury#page1.tif source=SI-T Asbury#page2.tif source=SI-T Asbury#page3.tif source=SI-T Asbury#page4.tif	

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to (i) the Revolving Credit, Term Loan and Security Agreement dated as of September 30, 2010 (as amended, the "Domestic Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), the financial institutions parties thereto as the lenders (the "Lenders"), and PNC Bank, National Association, as Agent (the "Agent"), and (ii) the Export-Import Loan and Security Agreement dated as of September 30, 2010 (as amended, the "Export-Import Loan Agreement" – hereinafter the Export-Import Loan Agreement and the Domestic Credit Agreement may be referred to collectively as the "Credit Agreement") by and among the Borrowers, the Lenders and the Agent, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

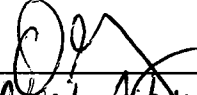
TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ASBURY FOODSERVICE EQUIPMENT CO.,  
as Grantor

By:   
Name: Daniel Asbury  
Title: President

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

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

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ASBURY FOODSERVICE EQUIPMENT CO.,  
as Grantor

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

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: *Scott Goldstein*  
Name: *Scott Goldstein*  
Title: *Vice President*

Schedule 1

**Asbury Foodservice Equipment Co.  
(Florida Corporation)**

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
DEER	3460701	7/8/08
BARTEC	3444100	6/10/08
MAXXIMUM and Design	3452393	6/24/08