

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consolidated Companies, Inc.		01/14/2011	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	Reinhart FoodService Louisiana, L.L.C.
Street Address:	5615 Corporate Blvd
Internal Address:	Ste. 400B
City:	Baton Rouge
State/Country:	LOUISIANA
Postal Code:	70808
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0584460	RED BALL BRAND
Registration Number:	0860641	RED BALL BRAND
Registration Number:	2184271	AUTOCRAT
Registration Number:	2297688	
Registration Number:	2299605	ELEGANT
Registration Number:	2328292	CONCO
Registration Number:	3613257	CONCO FOOD & SERVE
Registration Number:	3800484	MENUMATRIX
Registration Number:	3838653	MENUMATRIX

CORRESPONDENCE DATA

Fax Number: (414)978-8675
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414 277 5675

900183163

**TRADEMARK
 REEL: 004467 FRAME: 0608**

CH \$240.00 0584460

Email: marta.levine@quarles.com
Correspondent Name: Marta S. Levine
Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	790373.30001
NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	02/04/2011

Total Attachments: 4
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ASSIGNMENT OF PROPRIETARY RIGHTS

This ASSIGNMENT OF PROPRIETARY RIGHTS is dated January 14, 2011 (the "Assignment") by Consolidated Companies, Inc., a Louisiana corporation (the "Seller"), in favor of Reinhart FoodService Louisiana, L.L.C., a Louisiana limited liability company (the "Purchaser").

WHEREAS, the Seller and the Purchaser, as assignee from Reinhart FoodService, L.L.C., are parties to that certain Asset Purchase Agreement dated as of December 2, 2010 (as amended, the "Agreement"), pursuant to which the Seller is concurrently herewith selling, assigning, transferring, conveying and delivering to the Purchaser the Acquired Assets (as defined in the Agreement);

WHEREAS, pursuant to the Agreement and except as set forth therein, the Seller desires to assign and transfer to the Purchaser all of its right, title and interest in and to all copyrights, patents, trademarks, inventions, processes, proprietary know-how, procedures, trade secrets, trade names (including "Conco" and related or similar trade names, service marks, logos and domain names to the extent the same incorporate the name "Conco" or any confusingly similar variation thereof, but excluding any and all rights of the Seller in the name "Consolidated Companies, Inc."), including, but not limited to, those listed on Exhibit A attached hereto and incorporated herein (collectively, the "Proprietary Rights"), and the Purchaser is desirous of acquiring the same; and

WHEREAS, the execution and delivery of this Assignment is part of the consummation of the transactions contemplated by the Agreement.

NOW, THEREFORE, pursuant to the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby assign, sell and transfer to the Purchaser all of the Seller's rights, title and interest in and to the Proprietary Rights, together with the goodwill of the business symbolized by the Proprietary Rights, the right to sue for past infringement thereof, any registration and application for registration thereof, and all the benefit of the Proprietary Rights. The Seller does further consent to the recordation of this Assignment by the Purchaser with any governmental agency. The Purchaser agrees to assume responsibility for recording fees and other costs associated with recording of title to the Proprietary Rights.

This Assignment shall be binding upon the Seller and its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

The Seller, by its execution of this Assignment, and Purchaser, by its acceptance of this Assignment, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

[signature page follows]

IN WITNESS WHEREOF, the Seller has caused this Assignment of Proprietary Rights to be duly executed and delivered as of the date first written above.

CONSOLIDATED COMPANIES, INC.

By: 

Name: Victor J. Kurzweg, III

Title: Chief Executive Officer

[Signature Page to Assignment of Proprietary Rights]

Exhibit A

Proprietary Rights

The Proprietary Rights set forth on Schedule 3.12(a) of the Agreement.

Schedule 3.12(a)
Intellectual Property

Seller has registered the following trademarks with the United States Patent and Trademark Office:

	Mark	Registration Number
1.	AUTOCRAT	2,184,271
2.	CONCO and Design	2,328,292
3.	CONCO FOOD & SERVE	3,613,257
4.	ELEGANT	2,299,605
5.	menuMatrix	3,838,653
6.	menuMatrix	3,800,484
7.	MISCELLANEOUS DESIGN	2,297,688
8.	RED BALL BRAND and Design	860,641
9.	RED BALL BRAND and Design	584,460

Seller has done business or operated under the following names:

Consolidated Companies, Inc.
Conco Food Service – Harahan
Conco Food Service – Shreveport
Conco Food Distributors
Conco Food Distributors – Lafayette
Conco Gerde – discontinued in 2004
Conco Cash and Carry

The tradename “Conco” is registered with the Louisiana Secretary of State.

Licenses:

Please see items 25, 26, and 45-47 on Schedule 3.10 of this Disclosure Schedule.

Seller has license to use various trademarks owned or licensed by Independent Marketing Alliance, including COBBLESTONE MARKET.