

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acknowledgement of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Kings Food Service Professionals, Inc.		06/26/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2029139	LINK-KING	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0052987-000038		
NAME OF SUBMITTER:	Michael L. Dever		
Signature:	/Michael L. Dever/		

CH \$40.00 2029139

Date:

06/27/2012

Total Attachments: 4

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ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

June 26, 2012

WHEREAS, J. KINGS FOOD SERVICE PROFESSIONALS, INC., a New York corporation (the "Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor, the Administrative Agent (as defined herein), and certain other loan parties and the lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for certain lenders (the "Secured Party");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of certain lenders a continuing security interest in all right, title and interest of the Grantor 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 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 the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Administrative Agent for the benefit of certain lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and certain lenders 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS]

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

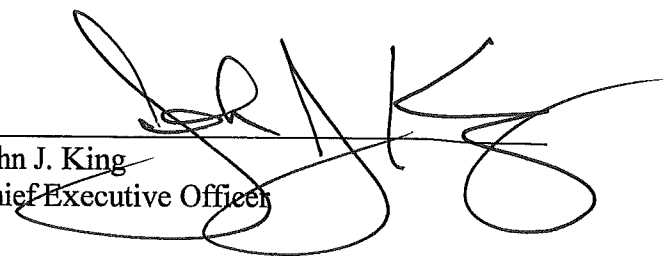
GRANTOR:

**J. KINGS FOOD SERVICE PROFESSIONALS,
INC.**

By: _____

Name: John J. King

Title: Chief Executive Officer

A large, stylized handwritten signature in black ink, appearing to read 'J. King', is written over a horizontal line. The signature is highly cursive and loops around the line.

STATE OF NEW YORK)
) SS
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 25th day of June, 2012, by John J. King, the Chief Executive Officer of J. Kings Food Service Professionals, Inc., on behalf of said J. Kings Food Service Professionals, Inc.



Notary Public

My commission expires:

JANET MONTANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MO4648213, SUFFOLK COUNTY
COMMISSION EXPIRES MARCH 30, 2015

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

REGISTERED AND UNREGISTERED TRADEMARKS

Trademark	Country / Jurisdiction	Application Number and Filing Date	Registration Number and Date	Class(es)
LINK-KING	United States	74/557,095 August 4, 1994	2029139 January 7, 1997	9