

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSTITUTION FOOD HOUSE, INC.		05/08/2012	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 ABERNATHY ROAD, SUITE 1600
Internal Address:	C/O WELLS FARGO CAPITAL MAC G0189-160
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	NATIONAL ASSOCIATION: CALIFORNIA

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	3580145	IFH
Registration Number:	2092512	IFH
Registration Number:	3580154	IFH
Registration Number:	2092513	IFH
Registration Number:	3042213	IFH CHEFSMART
Registration Number:	3671787	OPERATOR SUCCESS PLAN

CORRESPONDENCE DATA	
Fax Number:	2122944700
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212 294-6700
Email:	trademarkny@winston.com
Correspondent Name:	Stanimir N. Kostov
Address Line 1:	200 Park Avenue

CH \$165.00 3580145

Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 150024.7018

NAME OF SUBMITTER: Stanimir N. Kostov

Signature: /W&S/

Date: 07/02/2012

Total Attachments: 5
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Grant of Security Interest in United States Trademarks (this "Agreement"), dated as of June 28, 2012, by and between INSTITUTION FOOD HOUSE, INC., a corporation formed under the laws of North Carolina (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Amended and Restated Credit Agreement dated as of May 8, 2012 (in such capacity, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement dated as of May 8, 2012 (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INSTITUTION FOOD HOUSE, INC.,
as Grantor

By: 

Name: Jeffrey W. Fender

Title: Vice President and Treasurer

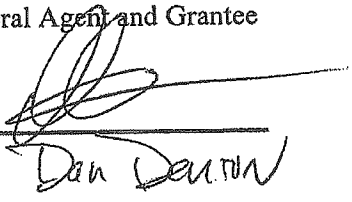
Trademark Grant Signature Page

TRADEMARK
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WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: _____

Name: _____

A handwritten signature in black ink, appearing to read "Dan Denton", is written over a horizontal line. The signature is stylized and cursive.

Trademark Grant Signature Page

TRADEMARK
REEL: 004812 FRAME: 0868

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Trademark	Registration No. or Serial No.
IFH	3,580,145
IFH	2,092,512
IFH & Design	3,580,154
IFH & Design	2,092,513
IFH CHEFSMART	3,042,213
OPERATOR SUCCESS PLAN & Design	3,671,787

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RECORDED: 07/02/2012

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