

## 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
Agar Supply Co., Inc.		09/24/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Reinhart FoodService, L.L.C.		
Street Address:	6250 N. River Road		
Internal Address:	Suite 9000		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1543095	AGAR	
Registration Number:	3846149	BULL PEN	
Registration Number:	2915003	FLYING DRAGON	
Registration Number:	3664444	NAUTIFISH	
CORRESPONDENCE DATA			
Fax Number:	60610		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-321-4200		
Email:	officeactions@brinkshofer.com		
Correspondent Name:	Scott J. Slavick		
Address Line 1:	P.O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
NAME OF SUBMITTER:	Scott J. Slavick		

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Signature:	/Scott J. Slavick/
Date:	11/28/2012
Total Attachments: 4 source=REINHART Assignment#page1.tif source=REINHART Assignment#page2.tif source=REINHART Assignment#page3.tif source=REINHART Assignment#page4.tif	

## ASSIGNMENT OF PROPRIETARY RIGHTS

This ASSIGNMENT OF PROPRIETARY RIGHTS is dated September 24, 2012 (the "Assignment") by AGAR Supply Co., Inc., a Massachusetts corporation (the "Seller"), in favor of Reinhart Foodservice, L.L.C., a Delaware limited liability company (the "Purchaser").

WHEREAS, the Seller and the Purchaser are parties to that certain Asset Purchase Agreement dated as of September 11, 2012 (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, 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 the name "AGAR" and related or similar trade names, service marks, logos and domain names to the extent the same incorporate the name "AGAR" or any confusingly similar variation thereof), 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.

AGAR SUPPLY CO., INC.

By:   
Name: Karen Bressler  
Title: President

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.

AGAR SUPPLY CO., INC.

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

Accepted:

REINHART FOODSERVICE, L.L.C.


By:   
Name: John A. Roussel  
Title: Chief Executive Officer

Exhibit A

**Proprietary Rights**

1. Trademark AGAR - Registration Number 1543095 with the United States Patent and Trademark Office ("USPTO).
2. Trademark BULL PEN - Registration Number 3846149 with the USPTO.
3. Trademark FLYING DRAGON - Registration Number 2915003 with the USPTO.
4. Trademark NAUTIFISH - Registration Number 3664444 with the USPTO.
5. Software licenses set forth on Items 6, 8, 9, 10, 11 and 15 of Schedule 3.10.