

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
Franklin Machine Products, Inc.		11/28/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3179117	BAFFLE BOSS	
Registration Number:	4049465	BASKET BORDER	
Registration Number:	1849756	FMP	
Registration Number:	2969594	FMP	
Registration Number:	3441203	THE FRANKLIN FILTER	
Registration Number:	3948020	THE FRANKLIN FILTER PLUS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		

OP \$165.00 3179117

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.205

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 12/06/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 28, 2012, by FRANKLIN MACHINE PRODUCTS, INC., a New Jersey corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith by and among Diversified Foodservice Supply, Inc., f/k/a Consolidated Equipment Parts, Inc., a Delaware corporation ("Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (as from time to time amended, restated, supplemented or otherwise modified, and including all annexes, exhibits or schedules thereto, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make and continue to make the Loans and issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Guarantee and Collateral Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair

the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

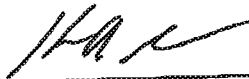
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. 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]

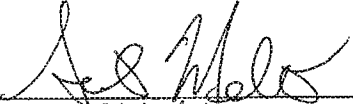
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FRANKLIN MACHINE PRODUCTS, INC., a New
Jersey corporation

By: 
Name: Kenneth Gradman
Title: Chief Financial Officer





ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Sumil Mehta
Title: SVP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Application Serial Number	Registration Number	Date Filed	Grantor
BAFFLE BOSS BAFFLE BOSS	76-653474	3,179,117	January 18, 2006	Franklin Machine Products, Inc.
BASKET BORDER and Design 	76-705980	4,049,465	January 12, 2011	Franklin Machine Products, Inc.
FMP and Design 	74-369651	1,849,756	March 19, 1993	Franklin Machine Products, Inc.
FMP and Design 	76-594288	2,969,594	May 25, 2004	Franklin Machine Products, Inc.
THE FRANKLIN FILTER THE FRANKLIN FILTER	76-655077	3,441,203	February 14, 2006	Franklin Machine Products, Inc.
THE FRANKLIN FILTER PLUS and Design 	76-702544	3,948,020	April 19, 2010	Franklin Machine Products, Inc.

TRADEMARK APPLICATIONS

None.