

01-15-2003



102337836

Send original documents or copy thereof.

1. Name of conveying party(ies):
Nifda, Inc. 1-13-03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Georgia

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Comsource Independent Foodservice Companies, Inc.
Internal
Address: _____
Street Address: 280 Interstate North Parkway, Suite 400
City: Atlanta State: GA Zip: 30339

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 30, 1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
1,227,715 1,210,808 1,187,939 1,165,730
1,641,391 _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth Ann Morgan
Internal Address: _____

Street Address: Powell, Goldstein, Frazer & Murphy, LLP
191 Peachtree Street, NE, 16th Floor
City: Atlanta State: Georgia Zip: 30303

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

01/14/2003 DBYRNE 00000150 1027715

01 GC:9521 40.00 OP
02 FC:8522 100.00 OR

Elizabeth Ann Morgan
Name of Person Signing

DO NOT USE THIS SPACE

Signature

01-08-03
Date

FINANCE SECTION
JAN 13 AM 10:25
RECORDS

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS NUNC PRO TUNC

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is executed and delivered nunc pro tunc as of the 30th day of August, 1997, (the "Effective Date"), by and between Nifda, Inc., a Georgia corporation, ("Assignor"), and Comsource Independent Foodservice Companies, Inc., a Delaware corporation, ("Assignee").

WHEREAS, Nifda, Inc. (hereinafter "Assignor"), a Georgia corporation, is the owner of the Marks listed on "SCHEDULE A" pursuant to an Assignment of Trademarks executed on May 25, 1988, (hereinafter, the "Marks") and;

WHEREAS, Comsource Independent Foodservice Companies, Inc., (hereinafter "Assignee"), a Delaware corporation, is desirous of acquiring the complete right, title and interest in and to the Marks;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does, irrevocably sell, assign and transfer to Assignee full, title and interest in and to:

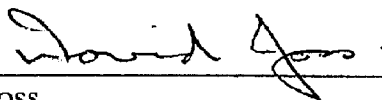
(i) The Marks, including the appurtenant statutory and common law rights, and all associated goodwill, particularly the goodwill of the business in which the Marks are used or that part of the goodwill of the business connected with the use of and symbolized by the Marks, along with any priorities, rights or registrations resulting therefrom;

(ii) Any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks to which Assignor would have been entitled had the Assignment not been made.

The Marks and the associated goodwill is to be held and enjoyed by Assignee, for the exclusive use and benefit of Assignee and Assignee's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, sealed and delivered, and Assignee has accepted the assignment of the Marks.

**NIFDA, INC.
2500 Cumberland Parkway
Atlanta, GA 30339**



David Joss
Chief Financial Officer

Executed on 1/8/03