

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--------------------------------------------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Restaurant Depot, Inc. | | 07/02/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | P.O. Box 2558 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77252 | | |
| Entity Type: | National Banking Association: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1918672 | WINDOW MAGIC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)455-2502 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (212) 455-7609 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | Kirstie Howard, Esq. | | |
| Address Line 1: | Simpson Thacher & Bartlett LLP | | |
| Address Line 2: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 509265/1340 | | |
| NAME OF SUBMITTER: | Kirstie Howard | | |
| Signature: | /kh/ | | |
| Date: | 07/03/2007 | | |

OP \$40.00 1918672

Total Attachments: 7

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 2, 2007 is made by RESTAURANT DEPOT, INC., a Delaware corporation, located at Suite 606, 1220 N. Market Street, Wilmington, DE 19801 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 270 Park Avenue, New York, NY 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 2, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among JRD HOLDINGS, INC., a Delaware corporation ("Holdings"), JETRO HOLDINGS, INC., a Delaware corporation ("Jetro"), the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to Holdings and Jetro upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of Holdings, including Jetro, have executed and delivered a Guarantee and Collateral Agreement, dated as of July 2, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to Holdings pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding any of the other provisions herein, this Agreement shall not constitute a grant of a security interest that would result in the forfeiture of the Obligor's rights in any Trademark applications filed with the United States Patent and Trademark Office ("USPTO") on the basis of the Obligor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with and accepted by the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing with the USPTO would adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 2 day of July, 2007.

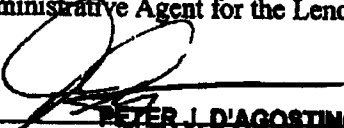
RESTAURANT DEPOT, INC.
as Obligor

By: 
Name: Richard G. Kirschner
Title: Vice President

Signature Page -- Grant of Security Interest in Trademark Rights
Restaurant Depot, Inc.

TRADEMARK
REEL: 003573 FRAME: 0601

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders


By: PETER J. D'AGOSTINO
Name: SENIOR VICE PRESIDENT
Title: J.P. MORGAN CHASE BANK, N.A.
4 CHASE METROTECH BANK - 22ND FL.
BROOKLYN, NY 11245

Signature Page - Grant of Security Interest in Trademark Rights
Restaurant Depot, Inc.

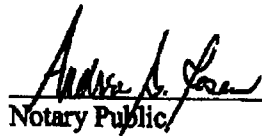
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REEL: 003573 FRAME: 0602

ACKNOWLEDGMENT OF OBLIGOR

STATE OF *New York*)
) ss
COUNTY OF *Queens*)

On the 26th day of June, 2007, before me personally came Richard G. Kirschner, who is personally known to me to be the Vice President of RESTAURANT DEPOT, INC., a Delaware corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Andrea G. Rosen
Notary Public, State of New York
No. 01906079601
Qualified in Queens County
Commission Expires August 28, 20 18



Notary Public

(PLACE STAMP AND SEAL ABOVE)

Signature Page – Grant of Security Interest in Trademark Rights
Restaurant Depot, Inc.

TRADEMARK
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ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NY)
) ss
COUNTY OF KINGS)

On the 27 day of JUNE, 2007, before me personally came Peter J D'Agostino, who is personally known to me to be the Sr Vice Pres of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that he is the Sr Vice Pres in such national banking association, the national banking association described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that he acknowledged said instrument to be the free act and deed of said national banking association.



Notary Public

NELSON E. ROBADO
Notary Public, State of New York
No. 31-4882734
Qualified in Kings County
Commission Expires July 20, 2009

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations

| <u>Trademark</u> | <u>Registration Number</u> |
|------------------|----------------------------|
| WINDOW MAGIC | Reg. No. 1,918,672 |