

**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
JRD IMC, LLC		07/02/2007	LIMITED LIABILITY COMPANY: 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: 7**

Property Type	Number	Word Mark
Registration Number:	1830713	RESTAURANT DEPOT
Registration Number:	1945902	RESTAURANT QUALITE' DEPOT
Registration Number:	2285022	JETRO
Registration Number:	2285023	JETRO CASH & CARRY
Registration Number:	2392640	QUALITE
Registration Number:	2965024	JR BRAND BLACK STEER QUALITY MEATS
Serial Number:	78697493	RESTAURANT SAVER

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7609  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Kirstie Howard, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$190.00 1830713

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

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 JRD IMC, LLC, a Delaware limited liability company, 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.

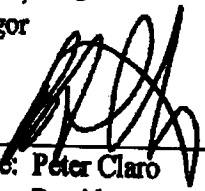
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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.

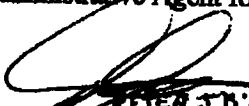
JRD IMC, LLC  
as Obligor

By:   
Name: Peter Claro  
Title: President

Signature Page – Grant of Security Interest in Trademark Rights  
JRD IMC, LLC

TRADEMARK  
REEL: 003573 FRAME: 0617

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

By:   
Name: PETER J. D'AGOSTINO  
Title: SENIOR VICE PRESIDENT  
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  
JRD IMC, LLC

TRADEMARK  
REEL: 003573 FRAME: 0618

ACKNOWLEDGMENT OF OBLIGOR

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

On the *26<sup>th</sup>* day of June, 2007, before me personally came Peter Claro, who is personally known to me to be the President of JRD IMC, LLC, a Delaware corporation; who, being duly sworn, did depose and say that he is the 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. 01RO8079801  
Qualified in Queens County  
Commission Expires August 28, 20 *10*

*Andrea G. Rosen*  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NY )  
 )  
COUNTY OF KINGS ) ss  
 )

On the 27 day of JULY, 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.

Nelson E. Rosado  
Notary Public

NELSON E. ROSADO  
Notary Public, State of New York  
No. 91-4882724  
Qualified in Kings County  
Commission Expires July 20, 2009

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
RESTAURANT DEPOT	Reg. No. 1,830,713
RESTAURANT DEPOT	Reg. No. 1,945,902
JETRO	Reg. No. 2,285,022
JETRO CASH & CARRY	Reg. No. 2,285,023
QUALITÉ	Reg. No. 2,392,640
BLACK STEER QUALITY MEATS	Reg. No. 2,965,024
RESTAURANT SAVER	Ser. No. 78/697,493