

02-14-2001



101613218

Form PTO-1594
1-31-92

F

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2-2-01

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Super Food Services, Inc.

Individuals Association
 General Partnership - Limited Partnership:
 Corporation - State: Delaware
 Other:

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

2. Name and address of receiving party(ies):

Name: **Bankers Trust Company**
Internal Address: _____
Street Address: **130 Liberty Street**
City: **New York** State: **New York** ZIP: **10006**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - **Collateral Agent**

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: **December 19, 2000**

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

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

Please see attached Schedule A

897360

Additional numbers attached? Yes No

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

Name: **Brian Jaenicke, Legal Assistant**
Internal Address: **White & Case LLP**

02/13/2001 GTON11 00000348 887360

01 FC:481 40.00 DP
02 FC:482 250.00 DP

Street Address: **1155 Avenue of the Americas**
City: **New York** State: **NY** ZIP: **10036**

6. Total number of applications and registration involved: **11**

7. Total fee (37 CFR 3.41): \$ **290.00**

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
23-1705 (in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke
Name of Person Signing

Brian T. Jaenicke
Signature

2/2/01
Date

Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

Federal TRADEMARK

	<u>REG. NO.</u>	<u>REG. DATE</u>
FAME	887360	03/10/1970
FAME	1020641	09/16/1975
FAME	886821	02/24/1970
FAME	885582	02/03/1970
FAME (STYLIZED)	300045	01/03/1993
FAME AND DESIGN	159851	10/10/1942
GARD and Design	732248	05/29/62
TABLE KING	858,358	10/08/68
TABLE TREAT	796043	09/14/65
TABLE TREAT	832271	07/18/67
TABLE-TREAT	783308	01/12/65

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Super Food Services, Inc., a Delaware corporation (the "Grantor") with principal offices at 7600 France Avenue South, P.O. Box 355, Minneapolis, Minnesota 55440-0355, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 19, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

19th day of December, 2000.

SUPER FOOD SERVICES, INC., as Grantor

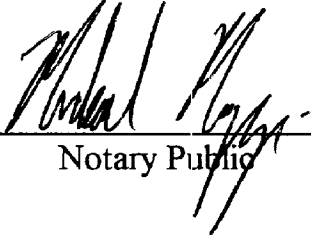
By Norman R. Soland
Name: NORMAN R. SOLAND
Title: SECRETARY

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By Scottye D. Lindsey
Name: SCOTTIE D. LINDSEY
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18th day of December, 2000, before me personally came _____
Norman Sobel who, being by me duly sworn, did state as follows: that he is
Secretary of Super Food Services, Inc., that he is authorized to execute the foregoing
Grant on behalf of said corporation and that he did so by authority of the Board of Directors of
said corporation.



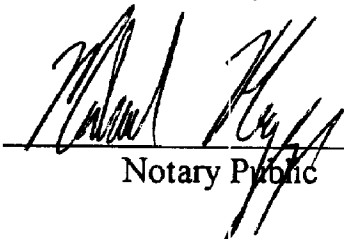
Notary Public

MICHAEL MAGGI
Notary Public, State of New York
No. C1MA6030598
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Sept. 13, 1001

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18th day of December, 2000, before me personally came _____

Scottye Lindsey
Vice President who, being by me duly sworn, did state as follows: that he is
of Bankers Trust Company, that he is authorized to execute the
foregoing Grant on behalf of said corporation and that he did so by authority of the Board of
Directors of said corporation.



Notary Public

MICHAEL MAGGI
Notary Public, State of New York
No. 01MA6930598
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Sept. 13, 1001