1/2002

Form PTO-1594 RECORDA	TION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
(Rev. 03/01) TPAF	DEMARKS ONLY U.S. Patent and Trademark Office
OMB No. 0651-0027 (exp. 5/3 //2002)	• • • •
Tab settings	ademarks: Please record the attached original documents or copy thereof.
	Name and address of receiving party(ies)
Name of conveying party(ies):	Name: BNP Paribas
Smart & Final Inc.	Internal Address:
🗀 Individual(s) 📮 Association	Street Address: 725 Figueroa Street, Suite 2090
General Partnership Limited Part Corporation-State	thership City: Los Angeles State: CA Zip: 90017
Other	Individual(s) citizenship
. The Other	Association
Additional name(s) of conveying party(ies) attached?	
Nature of conveyance:	Limited Partnership
-	Corporation-State
	Massiance is not domiciled in the United States, a domestic
Other	(hardens must be a separate document from assignment)
	(Designations must be a separate Additional name(s) & address(as) attached?
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78023073 76300244 76034048 78046967 78046 78046964 78046963 78046961 78046960 78046	5959 2327520 2070012 2069692 1260298 2128362 2130003
5. Name and address of party to whom corresponde	nce 6 Total number of applications and
concerning document should be mailed:	registrations involved:64
Name: Elaine D. Ziff	1615.00
Internal Address: Skadden, Arps, Slate	7. Total fee (37 CFR 3.41)
Meagher & Flom LLP	Enclosed
	Authorized to be charged to deposit account
Court Address: Four Times Square	8. Deposit account number:
Street Address: Four Times Square	19-2385 [Our Ref: 071610/91]
	10036 6522 (Attach duplicate copy of this page if paying by deposit account)
City: New York State: NY Zip: 0	
	NOT USE THIS SPACE
9. Statement and signature. To the best of my knowledge end belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.	
Elaine D. Ziff	aue D. 89
Name of Person Signing	Signature Date
Total number of page	is including cover sheet, attachments, and document:

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Form PTO-1594 RECORDATION FOR (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	
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To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): American Foodservice Distributors Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Merger	2. Name and address of receiving party(ies) Name:
Security Agreement	Other
Other Execution Date:	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) 75046958 78046955 78046954 76314099 76314098 76217999 76164822 76141669 76141668 78023061 Additional number(s) att	B. Trademark Registration No.(s) 2130002 2038746 2045799 1982658 1927296 1840778 1811195 1811196 1797358 1809395 1596691 1393707
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name:	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)
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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. Elaine D. Ziff	
Name of Person Signing Si	gnature Date
Total number of pages including cover	er shoet, attachments, and document:

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

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231



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To the Honorable Commissioner of Pa	atents and Trademarks: F	Please record the attached original documents or copy thereof.
 Name of conveying party(ies): 		Name and address of receiving party(ies)
		Name:
Smart & Final Stores Corpo	ration	Internal Address:
Individual(s)	Association	
	Limited Partnership	Street Address:
Corporation-State		City:State:Zip:
🕒 Other		Individual(s) citizenship
		Association
Additional name(s) of conveying party(ies) a	ttached? 🎇 Yes 🖵 No	General Partnership
3. Nature of conveyance:		Limited Partnership
Assignment [과 Merger	Corporation-State
Security Agreement	Lange of Name	☐s Other
Other		If assignee is not domicited in the United States, a domestic representative designation is attached: 📮 Yes 📮 No
Execution Date:		(Designations must be a separate document from assignment) Additional name(s) & addross(es) attached? Yes No
		Additional name(s) & address(cs) stractied?
4. Application number(s) or registration r	number(s):	
A. Trademark Application No.(s)		B. Trademark Registration No.(s)
76164959 78046957		1348349 1260297 1260298 1232379 0949445 0553059 1138499 1797359 2134349 2030297 2092832 1626437
	Additional number(s) att	<u>-</u>
5. Name and address of party to whom o		6. Total number of applications and
concerning document should be mailed:		registrations involved:
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Internal Address:		7. Total fee (37 CFR 3.41)\$
internal Address		☐ Enclosed
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		8. Deposit account number:
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Name of Person Signing	- Si	gnature Date
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To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ies)
Smart & Final Oregon, Inc.	Name:Internal Address:
☐ Individual(s) ☐ Association	Ştreet Address:
General Partnership Limited Partnership	City:State:Zip:
Corporation-State	
☐ Other	Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? 🍱 Yes 🖵 No	Association
Nature of conveyance:	Limited Partnership
☐ Assignment ☐ Merger	
Security Agreement Change of Name	Corporation-State
Other	If assignee is not domiciled in the United States, a domestic
Execution Date:	representative designation is attached: 🖳 Yes 📮 No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? 📮 Yes 📮 No
	Additional name(s) & additional name(s) & additional name(s) & additional name(s)
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2046604 2490964
Additional number(s) att 5. Name and address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	registrations involved: L
Name:	7. Total fee (37 CFR 3.41)\$
Internal Address:	
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	Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
	
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)
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To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Port Stockton Food Distributors, Inc. Individual(s) Association	2. Name and address of receiving party(ies) Name: Internal Address:
General Partnership Corporation-State Other	Street Address:State:Zip:State:Zip:
Additional name(s) of conveying party(ies) attached? 🍱 Yes 🖵 No	General Partnership
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:	Corporation-State Corporation-State Other If assignes is not demiciled 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
 Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) att 	B. Trademark Registration No.(s) tached □ Yes □ No
Name and address of party to whom correspondence concerning document should be mailed: Name:	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 3.41)\$\$ Enclosed Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)
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.	
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To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ies)
	Name:
Henry Lee Company	Internal Address:
Individual(s) Association	
General Partnership 📮 Limited Partnership	Street Address:
Corporation-State	City:State:Zip:
Qther	Individual(s) citizenship
	Association
Additional name(s) of conveying party(ies) attached? Maryes War No	General Partnership
3. Nature of conveyance:	Limited Partnership
Assignment Merger	□ Corporation-State
Security Agreement	Other
• Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: 🖳 Yes 🚰 No
Execution Date:	(Designations must be a separate document from assignment) Additional name(s) & address(les) attached? Yes No
Additional number(s) at	ttached 🛱 Yes 📭 No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name:	
Internal Address:	7. Total fee (37 CFR 3.41)\$
Internal Addition	☐ Enclosed
	Authorized to be charged to deposit account
	Administration to be cited and a support and
Street Address:	8. Deposit account number.
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)
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Name of Person Signing S	signature Date
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	TION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Tr	ademarks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Casino Frozen Foods, Inc. Individual(s) General Partnership Corporation-State Other	2. Name and address of receiving party(ies) Name:
Additional name(s) of conveying party(ies) attached? 🏝	Yes ANO General Partnership
3. Nature of conveyance: Assignment Merger Security Agreement Change Other Execution Date:	If assignes is not domiciled in the United States, a domestic representative designation is attached: Yes No
Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) or registration number(s): Additional number(s) or registration number(s):	B. Trademark Registration No.(s) umber(s) attached □ Yes □ No
Name and address of party to whom corresponde concerning document should be mailed: Name:	registrations involved:
Internal Address:	7 Total fee /37 CER 3.41) \$
Street Address:	8. Deposit account number:
City: State: Zip:	
Statement and signature.	NOT USE THIS SPACE oing information is true and correct and any attached copy is a true
Name of Person Signing	Signature Date s including cover sheet, attachments, and document:

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100	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies) Name:
Amerifoods Trading Company	Internal Address:
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address:
Corporation-State	City:State:Zip:
☐ Other	Individual(s) citizenship
water to the second of the sec	Association
Additional name(s) of conveying party(les) attached? Wayes 📮 No	General Partnership
Nature of conveyance:	Limited Partnership
Assignment Merger	Corporation-State
Security Agreement	Other
① Other	If assignor is not domiciled in the United States, a domestic representative designation is attached: Yes No
Execution Date:	(Designations must be a separate document from assignment) Additional name(s) & address(cs) attached? Yes W No
Additional number(s) at	
Name and address of party to whom correspondence concerning document should be mailed: Name:	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 3.41)\$
	☐ Enclosed
	Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)
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Name of Person Signing S	Signature Date
144110 011 010011 010011	ver sheet, attachments, and document:

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To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Foodservice Specialists.com Individual(s) Association General Partnership Limited Partnership Corporation-State Other	2. Name and address of receiving party(ies) Name: Internal Address: Street Address: City: State: Individual(s) citizenship Association General Partnership
Nature of conveyance:	Limited Partnership
Assignment ☐ Merger Security Agreement ☐ Change of Name ☐ Other Execution Date:	Other If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No
A. Trademark Application No.(s) Additional number(s) at 5. Name and address of party to whom correspondence concerning document should be mailed:	8, Trademark Registration No.(s) tached Yes No 6. Total number of applications and registrations involved;
Name: Internal Address:	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account 8. Deposit account number:
Clty: State: Zip: DO NOT USE	(Attach duplicate copy of this page if paying by deposit account)
 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. 	
	ignature Date

Form PTO-1594 R (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		MARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Pa	stents and Trade	marks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Okun Produce International. individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) at 3. Nature of conveyance:	, Inc. Association Limited Partne ttached? Yes	2. Name and address of receiving party(ies) Name:
		If assigned is not domicited in the United States, a domestic representative designation is attached: Yes No
Name and address of party to whom concerning document should be mailed:	correspondenc	registrations involved:
Name:		7. Total fee (37 CFR 3.41)\$
Street Address:		8. Deposit account number:
City: State:		
Statement and signature. To the best of my knowledge and beliceopy of the original document.		of USE THIS SPACE g information is true and correct and any attached copy is a true
Name of Person Signing	al number of pages in	Signature Date Duting cover sheet, attachments, and document:

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OMB No. 0651-0027 (exp. 5/31/2002)	
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To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)
TT V VV.) Por Commention	Name:
H.L. Holding Corporation	Internal Address:
Individual(s) Association	C4
General Partnership 🖳 Limited Partnership	Street Address:
Corporation-State	City:State:Zip:
Other	Individual(s) citizenship
The state of the s	Association
Additional name(s) of conveying party(ies) attached? Taylor Ves Mo	General Partnership
3. Nature of conveyance:	Limited Partnership
Assignment	Corporation-State
Security Agreement	Other
Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: 🕞 Yes 💁 No
Execution Date:	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? 🕍 Yes 🕌 No
A. Trademark Application No.(s) Additional number(s) at	tached 🖵 Yes 🗀 No
Name and address of party to whom correspondence concerning document should be mailed;	6. Total number of applications and registrations involved:
Name:	7, Total fee (37 CFR 3.41)\$
Internal Address:	☐ Enclosed
	Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature.	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.	
Name of Person Signing S	ignature Date
	reginature e

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2001, is made among Smart & Final Inc., a Delaware corporation (the "Borrower"), American Foodservice Distributors, a California corporation ("Foodservice"), Smart & Final Stores Corporation, a California corporation ("S&F Stores"), Smart & Final Oregon, Inc., an Oregon corporation ("Oregon"), Port Stockton Food Distributors, Inc., a California corporation ("Port Stockton"), Henry Lee Company, a Florida corporation ("Henry Lee"), Casino Frozen Foods, Inc., a California corporation ("Casino Foods"), Amerifoods Trading Company, a Florida corporation ("Amerifoods"), Foodservice Specialists.com, an Oregon corporation ("Foodservice Specialists"), Okun Produce International, Inc., a Florida corporation ("Okun"), and H.L. Holding Corporation, a Nevada corporation ("HL Holding") (collectively, the "Grantors"), and BNP PARIBAS, as Administrative Agent (the "Administrative Agent") for each of the Lender Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of November 30, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the various financial institutions as are or may become parties thereto (the "Lenders") and the Administrative Agent, the Lender Parties have extended Commitments to make Advances to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of November 30, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Advances (including the initial Advance) under the Credit Agreement, the Grantors are required to execute and deliver this Agreement; and

WHEREAS, the Grantors have 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 Lender Parties to make

263836.01-Los Angeles S2A

Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Lender Party, as follows.

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

- (a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to the registrations and applications referred to in Item A of <a href="Attachment I hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not; and
- (b) all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Item B of Attachment 1 attached hereto.

SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the

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263836.01-Los Angeles S2A

Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. <u>Loan Document</u>, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SMART & FINAL INC.

By: Name:

Title:

Richard N. Phegley Senior Vice President &

Chief Enaucial Officer

Name:

Title:

DONALD G. ALVARIABLE Senior Vice President

and Secretary

AMERICAN FOODSERVICE DISTRIBU-

TORS

By: Name:

Title:

Richard N. Phegley Senior Vice President &

By: Name:

Title:

DONALD G. ALVARABO Senior Vise ទាមនាជeក្រុ and Secretary

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Title:

SMART & FIN	IAL STORES CORPORA-
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	M. Aller
By:	cuit /
Name:	Richard N. Phegley
Title:	Senior Vice President &
Title.	Chief Financial Officer
Pr. 17	7. M. 19/2
By:	
Name: Title:	DONALD G. ALVARADS Senior Vice President
itte:	Sentor vice rices y
	LAN CONTROLOGO DE ATRICO
SWIARI & FIN	IAL OREGON, INC.
	A
_ //	1 / luce
By:	
Name:	Richard N. Phegley
Title:	Senior Vice President &
	Chief Financial Officer
By:	W///
Name:	DONALD G. ALVARADO
Title:	Senior Vice Prosident and Secretary
	and Section,
PORT STOCK	TON FOOD DISTRIBU-
TORS, INC.	
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	11 Vilar
By:	marin 1
Name:	Dishard N. Dhagles
Title: S	Richard N. Phegley enior Vice President - Finance
	- I Control of the second of t
By:	2011/7/
Name:	Jan Jan Land
TACHTIC: 👟	

DONALD G. ALVACARA Senior Vice Fr and Section

Richard N. Phegley Senior Vice President - Finance

15:17

HENRY LEE COMPANY By: Richard N. Phegley Name: Senior Vice Président & Title: By: Name: Title: BONALD G. ALVARADO Senior Vice President CASINO FROZEN FOODS. INC. $\mathbf{B}\mathbf{y}$: Richard N. Phegiey Name: Senior Vice President & Title: Chief Firancial Officer By: Name: DONALD G. ALVARADO Senior Vice President Title: and Secretary AMERIFOODS TRADING CØMPANY $\mathbf{B}\mathbf{y}$: Richard N. Pkegley Name: Senior Vice Président & Title: Chief Financial Officer By: Name: Title: SONALD G. ALVARADO Senier Vice President

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and Secretary

FOODSE	RVICE SPECIALISTS.COM,
INC.	
	// //well
By:	mu -
Name:	Richard N. Phegley
Title:	Senjor Vice President &
	Chief Financial Officer
By:	11 hay / 1 6
Name: /	
Title:	DONALD G. ALYAFAGG Senior Vice President
	and Secretary
OKUN P	RODUCE INTERNATIONAL,
INC.	
	Mad land
By:	10000
Name:	
Title:	Richard N. Phegley
	Senior Vice President &
By:	
Name: 🥒	
Title:	DONA LD G. ALVARADO Senior Vice President
	and Secretary
HL HOL	DING CORPOBATION
	Mul Com
By:	
Name:	Richard N. Phegley
Title:	Senior Vice President & Chief Binancial Officer
	1/2-
By:	1111111110
Name:	
Title:	DONALD G. ALVETT DE
	Senior Vice Pray the pro-
	and Secretary

RNP	PARTRAS.	as the Administrative	Agent
		CTO FILE S FOREITHTE SAVAGES C	

By:	· · · · · · · · · · · · · · · · · · ·	
Name:		
Title:		

BNP PARIBAS, as the Administrative Agent

Name: Title:

Sean T. Conton Managing Director

Name:

Title:

Director

ATTACHMENT 1 to Trademark Security Agreement

Item A. Trademarks

Trademark Assets in the United States

<u>Trademark Asset</u>	Status of Asset				
Trademarks owned by Smart & Final Stores Corporation					
SMART & FINAL (Stylized)® (Reg. No. 2.232,366)	Registered 03/16/99 based on use beginning 1927. Expires 03/16/2009 unless renewed within last year of life.				
SMART & FINAL (Stylized)® (Reg. No. 2,199,487)	Registered 10/27/98 based on use beginning 1927. Expires 10/27/2008 unless renewed within last year of life				
SMART & FINAL (Stylized)® (Reg. No. 2,180,065)	Registered 08/11/98 based on use beginning 1927. Expires 08/11/2008 unless renewed within last year of life.				
SMART & FINAL (Stylized)® (Reg. No. 2,180,066)	Registered 08/11/98 based on use beginning 1927. Expires 08/11/2008 unless renewed within last year of life.				
SMART & FINAL (Stylized)® (Reg. No. 2,187,207)	Registered 09/08/98 based on use beginning 1927. Expires 09/08/98 unless renewed within last year of life.				
SMART & FINAL (Stylized)® (Reg. No. 2,130,164)	Registered 01/20/98 based on use beginning 1927. Expires 01/20/2008 unless renewed within last year of life.				
SMARTADVANTAGE® (Reg. No. 2,327,520)	Registered 03/14/2000 based on use beginning 9/16/96. Expires 03/14/2010 unless renewed within last year life.				
SMART & FINAL (Stylized)® (Reg. No. 2,070,012)	Registered 06/10/97 based on use beginning 1927. Expires 06/10/2007 unless renewed within last year of life.				
SMART & FINAL (Stylized)® (Reg. No. 2,069,692)	Registered 06/10/97 based on use beginning 1927. Expires 06/10/2007 unless renewed within last year of life.				

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SMART & FINAL	Registered 12/06/83 based on use beginning 1927. Expires
(Reg. No. 1,260,298)	12/06/2003 unless renewed within last year life.
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SMART & FINAL (Stylized)®	Registered 01/13/98 based on use beginning 1927. Expires
(Reg. No. 2,128,362)	01/13/2008 unless renewed within last year of life.
SMART & FINAL (Stylized)®	Registered 01/20/98 based on use beginning 1927. Expires
(Reg. No. 2,130,003)	01/20/2008 unless renewed within last year of life.
SMART & FINAL (Stylized)®	Registered 01/20/98 based on use beginning 1927. Expires
(Reg. No. 2,130,002)	01/20/2008 unless renewed within last year of life.
SMART ALLIANCE®	Registered 02/18/97 based on use beginning 02/26/96.
(Reg. No. 2,038,746)	Expires 02/18/2007 unless renewed within last year of life.
OLANDO O EDILA O DEOXONIO	7 1 02/12/07 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
SMART & FINAL & DESIGN®	Registered 03/18/97 based on use beginning 05/15/95.
(Reg. No. 2,045,799)	Expires 03/18/2007 unless renewed within last year of life.
THE SMARTEST MAN IN THE	Registered 06/25/96 based on use beginning 08/17/94.
WORLDS®	Expires 06/25/2006 unless renewed within last year of life.
(Reg. No. 1,982,658)	Emphres our 2012 of a manual transfer of the second
(Leeg. 110: 1,5 02,00 0)	
SMART PARTNERS®	Registered 10/17/95 based on use beginning 08/93. Expires
(Reg. No. 1,927,296)	10/17/2005 unless renewed within last year of life.
SMARTY®	Registered 06/21/94 based on use beginning 1980. Expires
(Reg. No. 1,840,778)	06/21/2004 unless renewed within last year of life.
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SMART UNIVERSITY®	Registered 12/14/93 based on use beginning 08/91. Expires
(Reg. No. 1,811,195)	12/14/2003 unless renewed within last year of life.
SMART U & DESIGN®	Registered 12/14/93 based on use beginning 08/91. Expires
(Reg. No. 1,811,196)	12/14/2003 unless renewed within last year of life.
(1008, 110, 1,011,170)	20, 2 0, 2002 Walter (270, 70, 70, 70, 70, 70, 70, 70, 70, 70,
SMART & FINAL (Stylized)®	Registered 10/05/93 based on use beginning 10/88. Expires
(Reg. No. 1,797,358)	10/05/2003 unless renewed within last year of life.
	
DEC-O-TOPPERS®	Registered 12/07/93 based on use beginning 07/89. Expires
(Reg. No. 1,809,395)	12/07/2003 unless renewed within last year of life.

MONTECITO®	Registered 05/15/90 based on use beginning 12/15/88.		
(Reg. No. 1,596,691)	Expires 05/15/2010 unless renewed within last year of life.		
SMART BUY®	Registered 05/20/86 based on use beginning 03/15/82.		
(Reg. No. 1,393,707)	Expires 05/20/2006 unless renewed within last year of life.		
TENDER-LEE®	Registered 07/09/85 based on use beginning 05/13/75.		
(Reg. No, 1,348,349)	Expires 07/09/2005 unless renewed within last year of life.		
SMART & FINAL IRIS CO.®	Registered 12/06/83 based on use beginning 1953. Expires		
(Reg. No. 1,260,297)	12/06/2003 unless renewed within last year of life.		
SMART & FINAL®	Registered 12/06/83 based on use beginning 1936. Expires		
(Reg. No. 1,260,298)	12/06/2003 unless renewed within last year of life.		
IRIS®	Registered 03/29/83 based on use beginning 04/01/73.		
(Reg. No. 1,232,379)	Expires 03/29/2003 unless renewed within last year of life.		
IRIS®	Registered 12/26/72 based on use beginning 01/1898.		
(Reg. No. 949,445)	Expires 12/26/2002 unless renewed within last year of life.		
IRIS®	Registered 01/08/52 based on use beginning 02/20/50.		
(Reg. No. 553,059)	Expires 01/08/2002 unless renewed within last year of life.		
IRIS®	Registered 08/06/80 based on use beginning 1927. Expires		
(Reg. No. 1,138,499)	08/06/2010 unless renewed within last year of life.		
SMART & FINAL	Registered 05/08/1997. Expires 01/29/2006 unless renewed		
(Puerto Rico Reg. No. 37799)	within last year of life.		
SMART & FINAL & DESIGN®	Registered 10/05/93 based on use beginning 10/88. Expires		
(Reg. No. 1,797,359)	10/05/2003 unless renewed within last year of life.		
RUSHING SPRING™	Pending application filed 08/25/2000 based on use beginning		
(Serial No. 78/023073)	03/01/01.		
SMART CASH TM	Pending application filed 08/10/2001 based on intent to use.		
(Serial No. 76/300244)			
SNACK'RS TM	Pending application filed 04/25/2000 based on use beginning		
(Serial No. 76/034048)	08/23/99.		

Pending application filed 02/06/2001 based on intent to use.
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Pending application filed 02/06/2001 based on intent to use.
Pending application filed 09/18/2001 based on anticipated use
beginning 12/01/01.
Pending application filed 09/18/2001 based on anticipated use
beginning 12/01/01.
Pending application filed 03/1/2001 based on use beginning
03/1/2001.

SMART PROTM	Pending application filed 11/14/2000 based on intent to use.	
(Serial No. 76164822)	- The state of the	
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MONTECITO™	Pending application filed 10/05/2000 based on intent to usc.	
(Serial No. 76141669)		
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MONTECITOTM	Pending application filed 10/05/2000 based on intent to use.	
(Serial No. 76141668)		
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Tr	ademarks owned by Henry Lee Company	
SMART TRACK®	Registered 02/03/98 based on use beginning 070/1/96.	
(Reg. No. 2,134,349)	Expires 02/03/2008 unless renewed within last year of life.	
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HENRY LEE®	Registered 01/14/97 based on use beginning 06/46. Expires	
(Reg. No. 2,030,297)	01/14/2007 unless renewed within last year of life.	
(10g. 110. 2,000,257)	01/11/2007 dalitobb 1410/140 //14/444 //	
Trademark	s owned by Port Stockton Food Distributors, Inc.	
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PORT STOCKTON®	Registered 09/02/97 based on use beginning 05/62. Expires	
(Reg. No. 2,092,832)	09/02/2007 unless renewed within last year of life.	
(ROB. 140. 2,052,052)	OSTORAL MARKET M	
Tradomar	ks owned by American Foodservice Distributors	
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DAVIS LAY TM		
(Serial No. 78/023061)	Pending application filed 08/25/2000 based on use beginning	
	10/01/95.	
DAVIS LAY®		
(Reg. No. 1,626,437)	Registered 12/04/90 based on first use 03/01/89. Expires	
(2	12/04/2010 unless renewed within last year of life.	
LA ROMANELLA®	Registered 03/18/97 based on use beginning 10/01/95.	
(Reg. No. 2,046,604)	Expires 3/18/2007 unless renewed within last year of life.	
(100g. 140. 2,040,004)	Emple do Di Adi add i describe a maria de la compania del compania de la compania de la compania del compania de la compania del la compania de la compania	
	- Add	
LA ROMANELLA TM	Pending application filed 02/14/2000 based on use beginning	
(Serial No. 76/164959)	10/01/95.	
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CRAIG & HAMILTON®	Registered 09/18/2001 based on use beginning 1946. Expires
	09/18/2011 unless renewed within last year of life.

Foreign Trademark Assets

Trademark Asset (Reg./Serial No.)	<u>Jurisdiction</u>	<u>Registrant</u>	<u>Status</u>
La Romanella™ (Serial No. 14145)	Bolivia	American Foodservice Distributors	Pending application filed 09/25/2000.
La Romanella™ (Serial No. 14147)	Bolivia	American Foodservice Distributors	Pending application filed 09/25/2000.
Montecito™ (Serial No. 14146)	Bolivia	Smart & Final Stores Corporation	Pending application filed 09/25/2000.
Montecito™ (Serial No. 17074)	Bolivia	Smart & Final Stores Corporation	Pending application filed 11/23/2000.
Smart & Final™	Bolivia		Application mailed 02/06/2001.
Snack'rs™ (Serial No. 14144)	Bolivia	Smart & Final Stores Corporation	Pending application filed 09/25/2000.
La Romanella™ (Serial No. 85772)	Colu m bia	American Foodservice Distributors	Published 12/26/2000.
La Romanella™ (Serial No. 85771)	Columbia	American Foodservice Distributors	Published 12/26/2000.
Montecito™ (Serial No. 97413)	Columbia	Smart & Final Stores Corporation	Pending application filed 12/22/2000.
Montecito [™] (Serial No. 1016911)	Columbia	Smart & Final Stores Corporation	Pending application filed 03/02/2001.
Smart & Final™	Columbia	Smart & Final Stores Corporation	Application mailed 02/06/2001
Snack'rs TM	Columbia	Smart & Final Stores Corporation	Pending application filed 10/24/2000.
La Romanella™ (Serial No. 107769)	Ecuador	American Foodservice Distributors	Published 11/01/2000.
La Romanella™ (Serial No. 107768)	Ecuador	American Foodservice Distributors	Published 11/01/2000.

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Trademark Asset (Reg./Serial No.)	Jurisdiction	Registrant	<u>Status</u>
Montecito™ (Serial No. 107770)	Ecuador	Smart & Final Stores Corporation	Pending application filed 09/25/2000.
Montecito [™] (Serial No. 108977)	Ecuador	Smart & Final Stores Corporation	Pending application filed 11/09/2000.
Smart & Final™	Ecuador	Smart & Final Stores Corporation	Application mailed 02/06/2001
Snack'rs™	Ecuador	Smart & Final Stores Corporation	Published 12/01/2000.
Design (man with glasses) TM (Reg. No. 616740)	Mexico	Smart & Final Stores Corporation	Registered 01/28/1999. Expires 08/29/2006 un- less renewed.
Smart & Final®	Mexico	Smart & Final Stores	Registered 04/21/1994.
(Reg. No. 457946)		Corporation	Expires 04/28/2003 unless renewed.
Montecito®	Mexico	Smart & Final Stores	Registered 04/21/1994.
(Reg. No. 457945)		Corporation	Expires 04/28/2003 unless renewed.
Iris®	Mexico	Smart & Final Stores	Registered 05/02/1994.
(Reg. No. 458966)		Corporation	Expires 04/28/2003 unless renewed.
Iris®	Mexico	Smart & Final Stores	Registered 04/21/1994.
(Reg. No. 457944)		Corporation	Expires 04/28/2003 unless renewed.
Iris®	Mexico	Smart & Final Stores	Registered 04/21/1994.
(Reg. No. 457943)		Corporation	Expires 04/28/2003 unless renewed.
Iris®	Mexico	Smart & Final Stores	Registered 04/21/1994.
(Reg. No. 457942)		Corporation	Expires 04/28/2003 unless renewed.
Iris®	Mexico	Smart & Final Stores	Registered 04/21/1994.
(Reg. No. 457941)		Corporation	Expires 04/28/2003 unless renewed.

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<u>Trademark Asset</u> (<u>Reg./Serial No.)</u>	Jurisdiction	<u>Registrant</u>	<u>Status</u>
Iris® (Reg. No. 457940)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
Iris® (457939)	Mexico	Smart & Final Stores Corporation	Registered 04/21/1994. Expires 04/28/2003 unless renewed.
La Romanella™ (Serial No. 114885)	Peru	American Foodservice Distributors	Published 12/04/2000.
La Romanella™ (Serial No. 114886)	Реги	American Foodservice Distributors	Published 12/04/2000.
Montecito™ (Serial No. 114663)	Peru	Smart & Final Stores Corporation	Published 01/03/2001.
Montecito™ (Serial No. 1178389)	Peru	Smart & Final Stores Corporation	Published 01/03/2001.
Smart & Final TM	Peru	Smart & Final Stores Corporation	Application mailed 02/06/2001
Snack'rs TM	Peru	Smart & Final Stores Corporation	Pending application filed 09/26/2000.
La Romanella™ (Serial No. 2000- 020127)	Venezuela	American Foodservice Distributors	Pending application file 10/31/2000
La Romanella TM (Serial No. 2000- 020124)	Venezuela	American Foodservice Distributors	Pending application filed 10/31/2000.
Montecito [™] (Serial No. 2001- 002403)	Venezuela	Smart & Final Stores Corporation	Pending application filed 02/13/2001.
Montecito™ (Serial No. 2001- 002402)	Venezuela	Smart & Final Stores Corporation	Pending application filed 02/13/2001.
Smart & Final™	Venezuela	Smart & Final Stores Corporation	Application mailed 02/06/2001

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Trademark Asset (Reg./Serial No.)	Jurisdiction	Registrant	<u>Status</u>
Snack'rs TM	Venezuela	Smart & Final Stores Corporation	Pending application filed 10/24/2000.

Item B. Trademark Licenses

- 1. The name "Smart & Final" and all trademarks owned by Smart & Final Inc. and Smart & Final Stores Corporation are licensed to Smart & Final del Noroeste, S.A.
- 2. The name "United Grocers Cash & Carry" is licensed to Smart & Final Inc. and Smart & Final Stores Corporation from United Grocers Inc.

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RECORDED: 01/04/2002