



11-04-2003



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Form PTO-136 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

BNP PARIBAS

10-30-03

- 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, Security Agreement, Change of Name, Other: RELEASE OF LIEN IN TRADEMARKS

Execution Date: 09/15/2003

2. Name and address of receiving party(ies)

Name: AMERICAN FOODSERVICE DISTRIBUTORS

Internal Address: c/o Christie, Parker & Hale, LLP

Street Address: 350 W. Colorado Blvd., Ste.500

City: Pasadena State: CA Zip: 91105

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State: CALIFORNIA CORPORATION, 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2490964

Additional number(s) attached Yes No

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

Name: Paul F. Kilmer, Esq.

Internal Address: Holland & Knight LLP

Street Address: 2099 Pennsylvania Avenue, NW Suite 100

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mark Iskowitz Name of Person Signing

Mark Iskowitz Signature

10-30-03 Date

Total number of pages including cover sheet, attachments, and document: 6

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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TRADEMARK REEL: 002855 FRAME: 0739

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS (this "Agreement") dated as of this 15 day of September, 2003, is made by BNP PARIBAS, as Administrative Agent (the "Assignor"), in favor of AMERICAN FOODSERVICE DISTRIBUTORS, a California corporation (the "Assignee"). 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 (as defined below).

WHEREAS, pursuant to the Security Agreement, dated as of November 30, 2001 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the Assignee, and the other grantors named therein and the Trademark Security Agreement, dated as of November 30, 2001, among the Assignor, the Assignee, and the other grantors named therein (the "Trademark Security Agreement"), the Assignee mortgaged, pledged, hypothecated and granted to the Assignor a security interest in, for the Assignor's benefit and for the benefit of each Lender Party, Assignee's right title and interest in the Trademark Collateral owned or held by the Assignee;

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on January 4, 2002 at Reel 2390/Frame 0576; and

WHEREAS, in connection with the sale of the assets of the Craig & Hamilton meat processing business to Pacific Fresh, Inc. (which sale has been authorized pursuant to the Sixth Amendment and Waiver to Credit Agreement, dated as of September 12, 2003, by and among the Assignee, Smart & Final, Inc., a Delaware corporation, the guarantors listed on the signature pages thereto, the financial institutions and other entities party thereto and the Assignor), the Assignor has agreed to release its security interest in the trademark registration referred to in Attachment 1 (the "Released Trademark"), which was included in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Assignor hereby releases any and all right, title and interest in all the Released Trademark, the goodwill of the business connected with the use of and symbolized by the foregoing, and the right to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, and the proceeds thereof, and hereby reassigns such right, title and interest in the Released Trademark and rights related thereto to the Assignee.
2. Except as expressly provided in Section 1 above, this Agreement shall have no effect on any security interests mortgaged, pledged, hypothecated, or granted by the

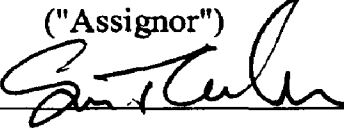

Assignee or any other grantor under the Security Agreement or the Trademark Security Agreement, which security interests shall continue in full force and effect.

3. 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 instrument.

[THE REMAINDER OF THIS PAGE IS DELIBERATELY BLANK]

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.

BNP PARIBAS, as Administrative Agent
("Assignor")

By:  

Name: _____ **Mitchell M. Ozawa**

Sean T. Conlon
Managing Director

Title: _____

AMERICAN FOODSERVICE DISTRIBUTORS
("Assignee")

By: _____

Name: _____

Title: _____

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.

BNP PARIBAS, as Administrative Agent
("Assignor")

By: _____

Name: _____

Title: _____

AMERICAN FOODSERVICE DISTRIBUTORS
("Assignee")

By: _____ 

Name: Richard N. Phegley

Senior Vice President &
Chief Financial Officer

Title: _____

ATTACHMENT I TO RELEASE OF LIEN IN TRADEMARKS

<u>Mark</u>	<u>Registration No.(U.S. PTO)</u>	<u>Registration Date</u>
CRAIG & HAMILTON	2,490,964	09/18/2001

SF1 #114357 v1

334251.01-Los Angeles Server 2A - MSW

RECORDED: 10/30/2003

TRADEMARK
REEL: 002855 FRAME: 0744