



11-04-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE 7

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

2. Name and address of receiving party(ies)
Name: HENRY LEE COMPANY
Internal
Address: _____
Street Address: 3301 N.W. 125TH STREET
City: MIAMI State: FK Zip: 33167

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State FLORIDA 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other RELEASE OF LIEN IN TRADEMARKS

Execution Date: 09/06/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2030297, 2134349

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: **2**

7. Total fee (37 CFR 3.41).....\$ 65.00
 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**

11/03/2003 6TON11 00000052 2030297 40.00 OP 25.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002855 FRAME: 0751

T D C

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS (this "Agreement") dated as of this 6th day of September, 2003, is made by BNP PARIBAS, as Administrative Agent (the "Assignor"), in favor of HENRY LEE COMPANY, a Florida 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 stock of Assignee to GFS Holding, Inc., a Michigan corporation (which sale has been authorized pursuant to the Fifth Amendment, Waiver and Collateral Release, dated as of September 3, 2003, by and among the 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 Collateral owned or held by the Assignee.

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 Trademark Collateral owned or held by the Assignee, including, but not limited to, the registrations and applications referred to in Attachment I hereto, 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 such Trademark Collateral to the Assignee.

2. This Agreement shall have no effect on the security interests mortgaged, pledged, hypothecated, or granted by 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.

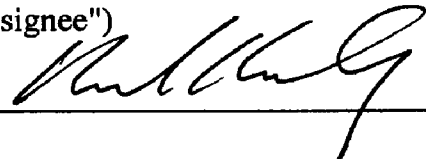
BNP PARIBAS, as Administrative Agent
("Assignor")

By: _____

Name: _____

Title: _____

HENRY LEE COMPANY
("Assignee")

By: _____ 

Name: Richard N. Phegley
Senior Vice President - Finance

Title: _____

ATTACHMENT I TO RELEASE OF LIEN IN TRADEMARKS

<u>Mark</u>	<u>Registration No.(U.S. PTO)</u>	<u>Registration Date</u>
SMART TRACK	2,134,349	02/03/98
HENRY LEE	2,030,297	01/14/97