

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
McLane Champions, LLC		05/19/2006	LIMITED LIABILITY COMPANY:
Houston McLane Company, Inc.		05/19/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1642768	ASTROS
Registration Number:	1476271	ASTROS
Registration Number:	1530535	ASTROS
Registration Number:	1114369	ASTROS
Registration Number:	1085711	ASTROS
Registration Number:	805802	ASTROS
Registration Number:	1748631	ASTROS
Registration Number:	2803116	ASTROS
Registration Number:	2703571	DEBAKEY HEART CENTER
Registration Number:	2655871	ASTROS
Registration Number:	883810	H
Registration Number:	2082732	
Registration Number:	2712700	

CH \$515.00 1642768

Registration Number:	1815179	
Registration Number:	1485610	HOUSTON ASTROS
Registration Number:	1576461	.45S
Registration Number:	2716840	COLTS
Registration Number:	2567587	M
Serial Number:	76159421	ASTROS
Serial Number:	74553819	HOUSTON ASTROS

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	361120
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	06/15/2006

Total Attachments: 10
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
McLane Champions, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other (Limited Liability Company)

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.
Internal Address: _____
Address: _____

Street Address: 270 Park Avenue
City: New York State: NY Zip: 10017

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

Execution Date: May 19, 2006

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

A. Trademark Application No.(s)
SEE ATTACHED.

B. Trademark Registration No.(s)
SEE ATTACHED.

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 20

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

Name: Oleh Hereliuk
Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW
Suite 920
City Washington State: DC Zip: 20005

7. Total fee (37 CFR 3.41).....\$ _____

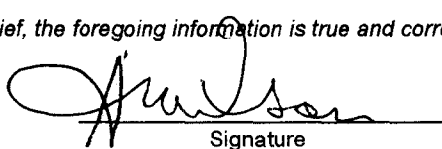
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Sophia Wilson  June 14, 2006
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

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

Schedule of Additional Names of Conveying Parties

Name of Entity	State of Incorporation	Type of Organization
Houston McLane Company, Inc.	Texas	Corporation

PATENT AND TRADEMARK SECURITY AGREEMENT (HMC)
Schedule 1

United States Trademark Registrations

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
ASTROS	16, 25	74/005,263	11/27/1989	1,642,768	4/30/1991	Registered
ASTROS	41	73/665,696	6/10/1987	1,476,271	2/9/1988	Registered
ASTROS (Stylized) 1975 Home Jersey	16	73/739,832	7/14/1988	1,530,535	3/21/1989	Registered
ASTROS and Astrodome Design 1965 Primary	06, 14, 24, 25	73/147,789	11/8/1977	1,114,369	3/6/1979	Registered
ASTROS and Astrodome Design 1965 Primary	41	73/113,634	1/17/1977	1,085,711	2/14/1978	Registered
ASTROS and Astrodome Design 1965 Primary	41	72/215,738	4/5/1965	805,802	3/15/1966	Registered
ASTROS and Design 1965 Home Jersey	25	74/290,826	7/6/1992	1,748,631	1/26/1993	Registered
ASTROS and Star Design 2000 Primary	09	76/350,670	12/19/2001	2,803,116	1/6/2004	Registered
ASTROS and Star Design 2000 Primary	16	76/244,616	4/20/2001	2,703,571	4/8/2003	Registered
ASTROS and Star Design 2000 Primary	28	76/244,163	4/20/2001	2,655,871	12/3/2002	Registered
Astros H and Star Design 1965 Cap	25	72/253,876	9/6/1966	883,810	1/6/1970	Registered
Astros Star Design 1994 Cap	25	74/559,337	8/10/1994	2,082,732	7/29/1997	Registered
Astros Star Design 2000 Cap	16	76/244,617	4/20/2001	2,712,700	5/6/2003	Registered
Astros Uniform Design	41	74/320,863	10/8/1992	1,815,179	1/4/1994	Registered
HOUSTON ASTROS	41	73/672,048	7/14/1987	1,485,610	4/19/1988	Registered
Houston Colts .45S (Stylized) 1962 Cap	25	73/764,461	11/18/1988	1,576,461	1/9/1990	Registered
Houston COLTS and Design 1962 Home Jersey	25	74/015,807	1/2/1990	2,716,840	5/20/2003	Registered

Martinsville Astros M (Stylized) 2001 Cap	25	78/062,639	5/9/2001	2,567,587	5/7/2002	Registered
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U.S. Trademark Applications

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>
<u>ASTROS and Star Design 2000</u> Primary	<u>25</u>	76/159,421	11/3/2000
HOUSTON ASTROS and Design 1994 Secondary	06, 14, 16, 18, 21, 25, 28, 41	74/553,819	7/26/1994

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 19, 2006 (this "Agreement"), by and among MCLANE CHAMPIONS, LLC, a Delaware limited liability company (the "Borrower"), HOUSTON MCLANE COMPANY, INC., a Texas corporation ("HMC"), the Subsidiaries of the Borrower party hereto (collectively, and together with HMC, the "Grantors") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of May 19, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and (b) the Guarantee and Collateral Agreement dated as of May 19, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, HMC, the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors and the Borrower will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, each of the Grantors, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, subject to the limitations set forth in Section 7.16 of the Security Agreement the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, a security interest in, all right, title or interest in or to any and all of the following assets and properties to the extent now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all Grantor's letters patent of the United States, all registrations and recordings thereof, and all Grantor's applications for letters patent of the United States, including Grantor's registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I (the "Patents");

(b) all Grantor's reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and Grantor's inventions disclosed or claimed in the Patents;

(c) all Grantor's United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs now existing or hereafter adopted or acquired by Grantor, all registrations thereof, and all applications for registration filed in the United States in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(d) all Grantor's goodwill associated with or symbolized by the Trademarks; and

(e) all Grantor's assets, rights and interests that uniquely reflect or embody such goodwill.

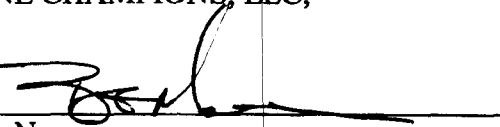
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Borrower and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MCLANE CHAMPIONS, LLC,

by



Name:

Title:

HOUSTON MCLANE COMPANY, INC.,

by



Name:

Title:

JPMORGAN CHASE BANK, N.A., AS
COLLATERAL AGENT,

by

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MCLANE CHAMPIONS, LLC,

by

Name:
Title:

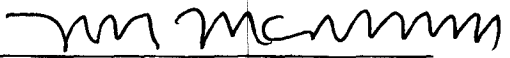
HOUSTON MCLANE COMPANY, INC.,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., AS
COLLATERAL AGENT,

by



Name: MARK McCullough
Title: VICE PRESIDENT

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