

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		05/31/2007	French Bank: FRANCE
RECEIVING PARTY DATA			
Name:	Port Stockton Food Distributors, Inc.		
Street Address:	600 Citadel Drive		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2092832	PORT STOCKTON	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	034664-01-0921		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		
Signature:	/Catherine R. Howell/		
Date:	06/05/2007		

CH \$40.00 2092832

Total Attachments: 4
source=assign3#page1.tif
source=assign3#page2.tif
source=assign3#page3.tif
source=assign3#page4.tif

RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL

This RELEASE, dated as of May 31, 2007, is made by BNP Paribas, as collateral agent (the “Collateral Agent”), in favor of Smart & Final Inc., American Foodservice Distributors, Smart & Final Stores Corporation, Smart & Final Oregon, Inc., Port Stockton Food Distributors, Inc., Casino Frozen Foods, Inc., Amerifoods Trading Company, Foodservice Specialists.com, Okun Produce International, Inc., and H.L. Holding Corporation (collectively, the “Grantors”) as follows:

W I T N E S S E T H

WHEREAS, pursuant to the Security Agreement, dated November 30, 2001 (“Security Agreement”), and recorded with The United States Patent and Trademark Office on January 4, 2002 at Reel/Frame No. 2390/0576, the Grantors granted the Collateral Agent a security interest in and to all of their respective right, title and interest in their respective trademarks and all applications and registrations therefor, including goodwill (the “Trademark Collateral”);

WHEREAS, the Collateral Agent acknowledges that full payment, complete performance and satisfaction of all obligations pursuant to the Security Agreement have been made;

WHEREAS, the Grantors have requested that the Collateral Agent release its security interest in and to the trademarks and all applications and registrations therefor, including goodwill, set forth in Schedule A.

NOW, THEREFORE, the Collateral Agent, without recourse, representation or warranty and at the Grantors’ sole cost and expense, hereby RELEASES all of its right, title and interest in and to the security interest granted to the Collateral Agent pursuant to the Security Interest in each of the trademarks set forth in Schedule A, attached hereto and incorporated herein by reference and any other collateral described in the Security Agreement.


The Collateral Agent agrees to provide the Grantors with any information and additional authorization necessary to effect the release of the Collateral Agent’s security interest in the Released Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

BNP PARIBAS, as Collateral Agent

By: 
Name: Pierre-Nicholas Rogers
Title: Managing Director

By: 
Name: Jamie Dillon
Title: Managing Director

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of _____, 2007, personally appeared _____ who, being by me duly sworn, deposes and says that he/she is the _____ of BNP PARIBAS, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

" See Attached CA Acknowledgement

Notary Public

My Commission Expires:

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL
Reel/Frame: 2390/0576

Item A. Trademarks

Trademark Assets in the United States

<u>Trademark Asset</u>	<u>Status of Asset</u>
<i>Trademarks owned by Smart & Final Stores Corporation</i>	TRADEMARK REEL: 003554 FRAME: 0389

Trademarks owned by Port Stockton Food Distributors, Inc

PORT STOCKTON®
(Reg. No. 2,092,832)

Registered 09/02/97 based on use beginning 05/62.
Expires
09/02/2007 unless renewed within last year of life.

TRADEMARK