

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BNP Paribas		05/31/2007	French Bank: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smart & Final Stores Corporation		
<b>Street Address:</b>	600 Citadel Drive		
<b>City:</b>	Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78023061	DAVIS LAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-739-5652		
<b>Email:</b>	chowell@morganlewis.com		
<b>Correspondent Name:</b>	Catherine R. Howell, Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Ave., N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	034664-01-0921		
<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Paralegal		
<b>Signature:</b>	/Catherine R. Howell/		
<b>Date:</b>	06/05/2007		

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Total Attachments: 4

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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 &amp; Final Stores Corporation</i> <b>TRADEMARK</b>	

*Trademarks owned by American Foodservice Distributors*

DAVIS LAY™  
(Serial No. 78/023061)

Pending application filed 08/25/2000 based on use beginning 10/01/95.