

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allpoints Foodservice Parts and Supplies, Inc.		02/17/2015	CORPORATION: DELAWARE
Tundra Restaurant Supply, Inc.		02/17/2015	CORPORATION: DELAWARE
Franklin Machine Products, Inc.		02/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DFS FinCo Corp.		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3579439	ALLPOINTS	
Registration Number:	3582768	ALLPOINTS FOODSERVICE PARTS & SUPPLIES	
Registration Number:	2244517	ICS	
Registration Number:	4402667	JET FORCE	
Registration Number:	3896958	TUNDRA SPECIALTIES	
Registration Number:	3896962		
Registration Number:	3179117	BAFFLE BOSS	
Registration Number:	4049465	BASKET BORDER	
Registration Number:	1849756	FMP	
Registration Number:	2969594	FMP	
Registration Number:	3441203	THE FRANKLIN FILTER	
Registration Number:	3948020	THE FRANKLIN FILTER PLUS	
Serial Number:	86233953	EZ PARTS	
CORRESPONDENCE DATA			

CH \$340.00 3579439

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38864-40-RFS
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NAME OF SUBMITTER:	Rob Soneson
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SIGNATURE:	/rsoneson/
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DATE SIGNED:	02/17/2015
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 17, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of DFS FinCo Corp., as Lender (in such capacities and together with its successors and permitted assigns, the “**Lender**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of February 17, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other grantors party thereto and the Lender pursuant to which each Grantor granted a security interest to the Lender in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Lender as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement (as defined in the Security Agreement) and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Lender, its successors and permitted assigns and hereby grants to the Lender, its successors and permitted assigns a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

Upon the termination of this Trademark Security Agreement, the Lender shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, at such Grantor's expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

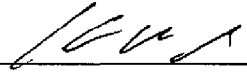
SECTION 8. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent (as defined in the Intercreditor Agreement) pursuant to or in connection with this Agreement, the terms of any Collateral Document, and the exercise of any right or remedy by the Second Lien Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement, among Ares Capital Corporation, as the First Lien Agent, and DFS FinCo Corp., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.

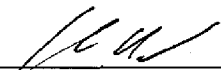
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

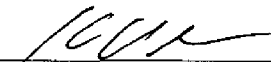
**ALLPOINTS FOODSERVICE PARTS AND
SUPPLIES, INC., F/K/A CONSOLIDATED
COMMERCIAL CONTROLS, INC.,**
as a Grantor

By: 
Name: Kenneth Gradman
Title: Chief Financial Officer

**TUNDRA RESTAURANT SUPPLY, INC.,
F/K/A TUNDRA SPECIALTIES, INC.,**
as a Grantor

By: 
Name: Kenneth Gradman
Title: Chief Financial Officer



FRANKLIN MACHINE PRODUCTS, INC.,
as a Grantor

By: 
Name: Kenneth Gradman
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]





TRADEMARK
REEL: 005461 FRAME: 0438






DFS FINCO CORP.

By:  
Name: Adam Weinstein
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Serial Number	Registration Number	Date Filed / Date Registered	Owner
ALLPOINTS ALLPOINTS	77-503417	3579439	June 19, 2008 February 24, 2009	AllPoints Foodservice Parts and Suppliers, Inc., f/k/a Consolidated Commercial Controls, Inc.
ALLPOINTS FOODSERVICE PARTS & SUPPLIES and Design 	77-503415	3582768	June 19, 2008 March 3, 2009	AllPoints Foodservice Parts and Suppliers, Inc., f/k/a Consolidated Commercial Controls, Inc.
ICS and Design 	75-432555	2244517	February 11, 1998 May 11, 1999	AllPoints Foodservice Parts and Suppliers, Inc., f/k/a Consolidated Commercial Controls, Inc.
JET FORCE JET FORCE	85-745928	4402667	October 4, 2012 September 17, 2013	AllPoints Foodservice Parts and Suppliers, Inc., f/k/a Consolidated Commercial Controls, Inc.
TUNDRA SPECIALTIES TUNDRA SPECIALTIES	85-031718	3896958	May 6, 2010 December 28, 2010	Tundra Restaurant Supply, Inc., f/k/a Tundra Specialties, Inc.
ETUNDRA.COM and Design 	85-032218	3896972	May 6, 2010 December 28, 2010	Tundra Restaurant Supply, Inc., f/k/a Tundra Specialties, Inc.
MISCELLANEOUS DESIGN 	85-031845	3896962	May 6, 2010 December 28, 2010	Tundra Restaurant Supply, Inc., f/k/a Tundra Specialties, Inc.
BAFFLE BOSS BAFFLE BOSS	76-653474	3,179,117	January 18, 2006 December 5, 2006	Franklin Machine Products, Inc.
BASKET BORDER and	76-705980	4,049,465	January 12, 2011	Franklin Machine

Trademark	Application Serial Number	Registration Number	Date Filed / Date Registered	Owner
Design 			November 1, 2011	Products, Inc.
FMP and Design 	74-369651	1,849,756	March 19, 1993 August 16, 1994	Franklin Machine Products, Inc.
FMP and Design 	76-594288	2,969,594	May 25, 2004 July 19, 2005	Franklin Machine Products, Inc.
THE FRANKLIN FILTER <small>THE FRANKLIN FILTER</small>	76-655077	3,441,203	February 14, 2006 June 3, 2008	Franklin Machine Products, Inc.
THE FRANKLIN FILTER PLUS and Design 	76-702544	3,948,020	April 19, 2010 April 19, 2011	Franklin Machine Products, Inc.
EZ Parts and Design 	86-233953	n/a	March 27, 2014 Pending	Franklin Machine Products, Inc.