

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ahold Monarch IP, Inc.		07/03/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Restore Acquisition Corp.
<b>Street Address:</b>	c/o U.S. Foodservice
<b>Internal Address:</b>	9755 Patuxent Woods Drive
<b>City:</b>	Columbia
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21046
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	1451067	BRITTANY
Registration Number:	1406017	CLAM DIGGERS
Registration Number:	2523329	COCINA DE CALIDAD
Registration Number:	2523330	COCINA DE CALIDAD
Registration Number:	2525904	COCINA DE CALIDAD
Registration Number:	2528329	COCINA DE CALIDAD
Serial Number:	77142149	FLAVORS
Serial Number:	77142160	FLAVORS BY MONARCH FOODS
Registration Number:	2383694	HALTON FARMS
Registration Number:	2603719	HALTON FARMS EXPRESS!
Registration Number:	2584610	HALTON FARMS EXPRESS!
Registration Number:	0865854	HARRISON HOUSE
Registration Number:	0865855	HARRISON HOUSE

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Registration Number:	0865856	
Registration Number:	0655597	
Registration Number:	0652490	MONARCH
Registration Number:	0224367	MONARCH
Registration Number:	1585912	MONARCH
Registration Number:	0652493	MONARCH
Registration Number:	0180558	MONARCH
Registration Number:	0178357	MONARCH
Registration Number:	3247312	MONARCH
Registration Number:	3249389	MONARCH "OUR HIGHEST QUALITY"
Serial Number:	78867960	MONARCH FOODS
Serial Number:	77211067	MONARCH EST. 1853
Serial Number:	77211079	MONARCH EST. 1853
Registration Number:	2532306	MONARCH ADVANTAGE
Registration Number:	2532305	MONARCH HERITAGE
Registration Number:	0180174	MONARCH
Registration Number:	1862957	MR. BUTLER
Registration Number:	1859059	MR. BUTLER
Registration Number:	2382872	PERFECTA
Registration Number:	1836955	PERFECTA
Registration Number:	1446878	SANDLER FOODS
Registration Number:	1432470	SF SANDLER FOODS
Registration Number:	1469233	ST. JOHN'S
Registration Number:	0534231	SUNDAY DINNER
Registration Number:	0641503	SUNDAY DINNER
Registration Number:	1486613	SUNDAY DINNER
Registration Number:	1436413	THE MONARCH EDGE
Registration Number:	1446932	THERE'S MORE TO FOODSERVICE THAN JUST GOOD FOOD

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	051200/0523
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/06/2007

Total Attachments: 8  
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is effective as of this 3rd day of July, 2007 (the "Closing Date").

WHEREAS, Ahold Monarch IP, Inc. ("Assignor"), is the legal and beneficial owner of the Trademarks listed on Schedule A hereto (collectively, with all applications and registrations thereof and the goodwill associated therewith, the "Purchased IP"). Capitalized terms used herein not otherwise defined herein shall have their respective meanings as set forth in Stock Purchase Agreement;

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated May 2, 2007 (the "Stock Purchase Agreement"), Assignor agrees to sell, convey, transfer, assign and deliver its rights, title and interest, free and clear of Liens other than Permitted Liens, in and to the Purchased IP to Restore Acquisition Corp., a Delaware corporation ("Assignee"); and

WHEREAS, pursuant to the Stock Purchase Agreement, Assignee agrees to acquire Assignor's rights, title and interest, free and clear of Liens other than Permitted Liens, in and to the Purchased IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Pursuant to and in accordance with Section 2.1(b) of the Stock Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers, effective as of the Closing Date, to Assignee, its successors and assigns, all of its rights, title, interest and ownership in and to the Purchased IP free and clear of all Liens other than Permitted Liens and said registrations and applications, together with the goodwill of the business symbolized by such Purchased IP and all rights, privileges, claims, causes of action and options relating or pertaining to the Purchased IP including, without limitation, damages and payments for past and future infringements, and all rights corresponding to any of the above throughout the world.

2. Assignee is to hold all right, title and interest in and to the Purchased IP as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in this Assignment not been made.

3. This Assignment shall be deemed effective as between the parties as of the Closing Date in all countries and jurisdictions set forth on Schedule A. Assignor will, without additional consideration, take such further actions and execute promptly such further documents as may be reasonably requested by Assignee to transfer, vest, record and perfect good, valid and marketable title to the Purchased IP (subject to any Permitted Liens) and the related rights in Section 1 in Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner thereof.

4. Assignor hereby requests the relevant government entity or agency with responsibility for registering or recording interests in intellectual property, in each applicable country or jurisdiction to issue the Certificate of Registration or Renewal or similar documents, for any registration or application included in the Purchased IP, to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

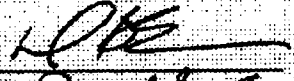
5. The interpretation and construction of this Assignment, and all matters relating hereto, shall be governed by the laws of the State of Delaware applicable to agreements executed and to be performed solely within such State.

6. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers as of the date first written above.

AHOLD MONARCH IP, INC., as Assignor

By:   
Name: David B. Blackwell  
Title:

RESTORE ACQUISITION CORP., as Assignee


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers as of the date first written above.

AHOLD MONARCH IP, INC., as Assignor

By: \_\_\_\_\_  
Name:  
Title:

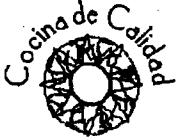




RESTORE ACQUISITION CORP., as Assignee

By:   
Name: *Nathan Steeper*  
Title: *Vice-President and Treasurer*








[Signature Page to Trademark Assignment]






**SCHEDULE A**

**US Trademarks**

1. BRITTANY	Registered	1,451,067	04-Aug-1987	29
2. CLAM DIGGERS	Registered	1,406,017	19-Aug-1986	29
3. COCINA DE CALIDAD	Registered	2,523,329	25-Dec-2001	30
4. COCINA DE CALIDAD	Registered	2,523,330	25-Dec-2001	29
5. COCINA DE CALIDAD AND DESIGN 	Registered	2,525,904	01-Jan-2002	29
6. COCINA DE CALIDAD AND DESIGN 	Registered	2,528,329	08-Jan-2002	30
7. FLAVORS	Pending	77/142,149		35
8. FLAVORS BY MONARCH FOODS AND DESIGN	Pending	77/142,160		35
9. HALTON FARMS	Registered	2,383,694	04-Aug-1998	29
10. HALTON FARMS EXPRESS! (STYLIZED) 	Registered	2,603,719	06-Aug-2002	21
11. HALTON FARMS EXPRESS! (STYLIZED) 	Registered	2,584,610		20
12. HARRISON HOUSE	Registered	865,854	04-Mar-1969	29
13. HARRISON HOUSE AND DESIGN 	Registered	865,855	04-Mar-1969	29



14. MISCELLANEOUS DESIGN 	Registered	865,856	04-Mar-1969	29,30,32
15. MISCELLANEOUS DESIGN 	Registered	655,597	10-Dec-1957	29
16. MONARCH	Registered	652,490	01-Oct-1957	29
17. MONARCH AND DESIGN 	Registered	224,367	22-Feb-1927	29
18. MONARCH AND DESIGN 	Registered	1,585,912	06-Mar-1990	29
19. MONARCH AND DESIGN 	Registered	652,493	01-Oct-1957	29
20. MONARCH AND DESIGN 	Registered	180,558	04-Mar-1924	29, 30
21. MONARCH AND DESIGN 	Registered	178,357	08-Jan-1924	30
22. MONARCH	Registered	3,247,312	13-Mar-2007	01,29,30
23. MONARCH "OUR HIGHEST QUALITY" AND DESIGN	Registered	3,249,389	05-Jun-2007	01,29,30

				
24. MONARCH FOODS	Published	78/867960		35
25. MONARCH AND DESIGN	Pending	77/211,067		29 and 30
26. MONARCH AND DESIGN	Pending	77/211,079		35
27. MONARCH ADVANTAGE	Registered	2,532,306	22-Jan-2002	29, 30
28. MONARCH HERITAGE	Registered	2,532,305	22-Jan-2002	29, 30
29. MONARCH (STYLIZED) 	Registered	180,174	26-Feb-1924	30
30. MR. BUTLER	Registered	1,862,957	15-Nov-1994	29,30
31. MR. BUTLER AND DESIGN 	Registered	1,859,059	18-Oct-1994	29,30
32. PERFECTA	Registered	2,382,872	13-Jun-2000	29
33. PERFECTA	Registered	1,836,955	17-May-1994	29
34. SANDLER FOODS	Registered	1,446,878	07-Jul-1987	42
35. SF SANDLER FOODS AND DESIGN 	Registered	1,432,470	10-Mar-1987	42
36. ST. JOHN'S	Registered	1,469,233	15-Dec-1987	29
37. SUNDAY DINNER	Registered	534,231		29, 30, 31
38. SUNDAY DINNER	Registered	641,503	12-Feb-1957	29
39. SUNDAY DINNER (STYLIZED) 	Registered	1,486,613	03-May-1988	2,29,30,32
40. THE MONARCH EDGE	Registered	1,436,413	14-Apr-1987	16

41. THERE'S MORE TO FOODSERVICE THAN JUST GOOD FOOD	Registered	1,446,932	07-Jul-1987	42