

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
E & H Distributing, LLC		05/11/2011	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc., as Collateral Agent
Street Address:	1615 Brett Road, Building III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3945256	BELLAGIO
Registration Number:	3274382	BELLAGIO
Registration Number:	1876040	CHEF'S VARIETY
Registration Number:	3898148	MONOGRAM SUSTAIN
Registration Number:	3624091	MONOGRAM SUSTAIN
Registration Number:	3865525	MONOGRAM SUSTAIN
Registration Number:	2851764	STOCK YARDS 1893
Registration Number:	3941922	U.S. FOODSERVICE CATTLEMAN'S SELECTION
Registration Number:	2414354	US U.S. FOODSERVICE CATTLEMAN'S SELECTION
Registration Number:	3920756	VALUE WAY
Registration Number:	2835283	VALUE WAY
Registration Number:	3920757	VALUE WAY
Registration Number:	3792753	VALUE WAY
Serial Number:	85090581	BELLAGIO

TRADEMARK

900191824

REEL: 004540 FRAME: 0460

OP \$415.00 3945256

Serial Number:	85088877	BELLAGIO
Serial Number:	77739001	BLUEPRINT

CORRESPONDENCE DATA

Fax Number: (303)942-7322
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-655-9659
Email: ohereliuk@hotmail.com
Correspondent Name: Wolz Corporate USA, Inc.
Address Line 1: 36 South 18th Avenue, Suite D
Address Line 2: Attn: Eric Wolz
Address Line 4: Brighton, COLORADO 80601

ATTORNEY DOCKET NUMBER:	3945256
NAME OF SUBMITTER:	Eric Wolz
Signature:	/ew/
Date:	05/12/2011

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

E & H Distributing, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 11, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citicorp. North America, Inc., as Collateral Agent

Internal _____

Address: _____

Street Address: 1615 Brett Road, Building III

City: New Castle

State: Delaware

Country: USA Zip: 19720

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule A.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule A.

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

Name: Eric Wolz

Internal Address: Wolz Corporate USA, Inc.

Street Address: 36 South 18th Ave., Suite D

City: Brighton

State: CO Zip: 80601

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

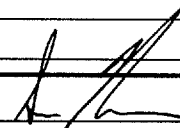
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

5/12/2011
Date

Sean P. Neenan
Name of Person Signing

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

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of May 11, 2011, is made by E & H Distributing, LLC (the "Grantor") in favor of Citicorp North America, Inc. (the "Collateral Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of May 11, 2011 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among U.S. Foodservice, Inc., the Collateral Agent, as administrative agent and collateral agent, and the other parties party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other Subsidiaries of U.S. Foodservice, Inc. executed and delivered a Guarantee and Collateral Agreement, dated as of May 11, 2011, in favor of the Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor on the terms and subject to the conditions of the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it

granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than the Borrower, a Subsidiary of the Borrower or an Affiliate thereof, for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

E & H DISTRIBUTING, LLC

By: 
Name: Juliette W. Pryor
Title: Executive Vice President and Secretary

CITICORP NORTH AMERICA, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

E & H DISTRIBUTING, LLC

By: _____
Name:
Title:

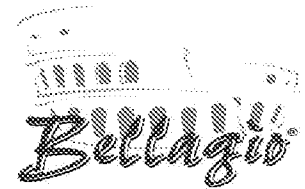
CITICORP NORTH AMERICA, INC.

By: _____
Name: David Leland
Title: Vice President

Schedule A

Trademarks

TRADEMARK	Ser. No./ Reg. No.	App. Date/ Reg. Date	Type of Mark	Owner
Bellagio	3,945,256	12-Apr-11	Word	E & H Distributing, LLC
Bellagio	85/090,581	22-Jul-10	Word	E & H Distributing, LLC
Bellagio	85/088,877	20-Jul-10	Design	E & H Distributing, LLC
Bellagio	3,274,382	7-Aug-07	Design	E & H Distributing, LLC
Blueprint	77/739,001	18-May-09	Word	E & H Distributing, LLC
Chef's Variety	1,876,040	24-Jan-95	Design	E & H Distributing, LLC
Monogram Sustain	3,898,148	28-Dec-10	Word	E & H Distributing, LLC
Monogram Sustain	3,624,091	19-May-09	Word	E & H Distributing, LLC
Monogram Sustain	3,865,525	19-Oct-10	Design	E & H Distributing, LLC
Stock Yards Since 1893	2,851,764	8-Jun-04	Design	E & H Distributing, LLC
U.S. Foodservice Cattleman's Selection	3,941,922	5-Apr-11	Word	E & H Distributing, LLC
U.S. Foodservice Cattleman's Selection	2,414,354	19-Dec-00	Design	E & H Distributing, LLC
Value Way	3,920,756	15-Feb-11	Word	E & H Distributing, LLC



<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Type of Mark</u>	<u>Owner</u>
Value Way	2,835,283	20-Apr-04	Word	E & H Distributing, LLC
Value Way	3,920,757	15-Feb-11	Design	E & H Distributing, LLC
Value Way	3,792,753	25-May-10	Design	E & H Distributing, LLC

