

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vasaturo Bros., Inc.		07/22/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. Foodservice, Inc.		
Street Address:	9399 W. Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1552142	VESUVIO	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-258-5521		
Email:	trademarks@schiffhardin.com		
Correspondent Name:	Amy Cohen Heller, Schiff Hardin LLP		
Address Line 1:	P.O. Box 06079		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	38876-0000/VESUVIO		
NAME OF SUBMITTER:	Amy Cohen Heller		
Signature:	/Amy Cohen Heller/		
Date:	05/17/2012		
Total Attachments: 3 source=VESUVIO 1552142 - ASSIGNMENT#page1.tif source=VESUVIO 1552142 - ASSIGNMENT#page2.tif source=VESUVIO 1552142 - ASSIGNMENT#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of July 22, 2011 ("Effective Date"), is made by and between Vasaturo Bros., Inc., a corporation organized under the laws of the State of New York, with offices at 141 Fieldcrest Avenue, Edison, NJ 08837, ("Assignor"), and U.S. Foodservice, Inc., a corporation organized under the laws of the State of Delaware, with offices at 9399 W. Higgins Road, Suite 600, Rosemont, Illinois 60618, ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark ("Mark") and Registration ("Registration") for such Mark as granted by the United States Patent and Trademark Office and listed on the attached Schedule A, together with the goodwill of the business connected with and symbolized by the Mark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark, Registration and the goodwill of the business connected with and symbolized by the Mark as part of the acquisition by Assignee from Assignor of the Transferred Assets as such term is defined in the Asset Purchase Agreement of even date herewith by and among Assignor, Assignee and Anthony Vasaturo.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Mark and Registration in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Mark, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Registration to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Mark and Registration.

3. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Assignment as of the Effective Date.

ASSIGNOR:

VASATURO BROS., INC.

By: 

Name: Anthony Vasaturo

Title: Pres.

ASSIGNEE:

U.S. FOODSERVICE, INC.

By: 

Name: Bryan A. Torcivia

Title: SVP, Mergers & Acquisitions

Signature page to Trademark Assignment Agreement

Schedule A

Mark	U.S. Serial No./ Registration No.	Filing Date/ Registration Date
VESUVIO	73766106 1552142	November 28, 1988 August 15, 1989