

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		07/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	E & H Distributing, LLC		
Street Address:	9399 W. Higgins Road, Suite 500		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	901382	ENVO-LOK	
Registration Number:	1804639	LIGHT & RIGHT	
Registration Number:	2837480	NUEVO LATINO	
Registration Number:	1135559	SERCO BREEZE	
Registration Number:	1589747	SERCO-ATLANTIS	
Registration Number:	1572187	SUPER BATCH	
Registration Number:	1582812	RENAISSANCE	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Steven Keslowitz, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

23356-1207

NAME OF SUBMITTER:

Steven Keslowitz

Signature:

/Steven Keslowitz/

Date:

07/31/2013

Total Attachments: 4

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of July 31, 2013, from Citicorp North America, Inc., as administrative agent and revolving collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") that are from time to time parties to the Revolving Credit Agreement (as hereinafter defined), to E & H Distributing, LLC, a Nevada limited liability corporation having a principal place of business at 9399 W. Higgins Road, Suite 500, Rosemont, IL 60018 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Revolving Credit Agreement, dated as of July 3, 2007, among Restore Acquisition Corp., to be merged with and into U.S. Foodservice, as the Parent Borrower, the Agent, the Lenders, Deutsche Bank Securities Inc., as Syndication Agent, and Natixis, as Senior Managing Agent (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 "Revolving Credit Agreement"), and the Revolving Guarantee and Collateral Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of July 3, 2007 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Revolving Guarantee and Collateral Agreement"), made by U.S. Foodservice and certain of its Subsidiaries in favor of the Agent, a security interest (the "Security Interest") was granted by certain predecessors of the Grantor to the Agent in certain Trademarks; and

WHEREAS, a Revolving Notice of Grant of Security Interest in Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on July 18, 2007, at Reel 3582, Frame 0289; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Revolving Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in and to all of the Grantor's United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any past, present and future infringements and dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

3. Further Assurances: The Agent shall execute and deliver to the Grantor such documents (including without limitation UCC termination statements), as the Grantor shall reasonably request to evidence the release of such Security Interest.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITICORP NORTH AMERICA, INC.,
as Agent

By: _____

Name: *Doreen L. ...*
Title: *Vice President*

[Signature page to Termination and Release of Security Interest in Trademarks]

SCHEDULE I

Trademark	Reg. No.	Reg. Date
ENVO-LOK	901,382	10/27/1990
LIGHT & RIGHT	1,804,639	11/16/1993
NUEVO LATINO	2,837,480	4/27/2004
SERCO BREEZE	1,135,559	5/20/1980
SERCO-ATLANTIS	1,589,747	4/3/1990
SUPER BATCH	1,572,187	12/19/1989
RENAISSANCE	1,582,812	2/13/1990