

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks: Supplemental Filing

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Foods, Inc.	FORMERLY U.S. Foodservice, Inc.	10/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	0635298	CONNOISSEUR
Registration Number:	1596672	OPTIMA
Registration Number:	2089864	GLENVIEW FARMS
Registration Number:	2437192	MONOGRAM
Registration Number:	2481686	NEXT DAY GOURMET
Registration Number:	3134321	WESTCHESTER
Registration Number:	3248622	NORTH STAR FOODSERVICE
Registration Number:	3481981	YOUR PARTNER BEYOND THE PLATE
Registration Number:	3548101	FULL PLATES FULL LIVES
Registration Number:	3548102	FULL PLATES FULL LIVES
Registration Number:	3765626	MENUS ON-DEMAND
Registration Number:	3841446	M MENUS ON DEMAND
Registration Number:	3957914	PACIFIC JADE
Registration Number:	3957927	PACIFIC JADE

TRADEMARK

Registration Number:	3985887	THIRSTER
Registration Number:	3985888	THIRSTER
Registration Number:	3997434	RITUALS · COFFEE COMPANY · SINCE 1996
Registration Number:	1552142	VESUVIO
Registration Number:	4222944	AS GOOD AS YOUR OWN IF YOU HAD THE TIME
Registration Number:	4054010	
Registration Number:	4090720	HILLTOP HEARTH
Registration Number:	4090734	HILLTOP HEARTH
Registration Number:	4147501	FIRST IN FOOD. SECOND TO NONE.
Registration Number:	4151684	KEEPING KITCHENS COOKING
Registration Number:	4171217	LEGACY A HERITAGE OF SOLUTIONS
Registration Number:	4174769	LEGACY A HERITAGE OF SOLUTIONS
Registration Number:	4265286	METRO DELI
Registration Number:	2053710	SUPERIOR
Registration Number:	3247312	MONARCH
Serial Number:	85733645	EASY TO SAVE
Serial Number:	85353269	U S FOODS

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:	10/16/2013

Total Attachments: 5

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS:
SUPPLEMENTAL FILING**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS: SUPPLEMENTAL FILING (this "Agreement"), dated as of October 15, 2013, is made by US Foods, Inc. (f/k/a U.S. Foodservice, Inc.) (the "Grantor") in favor of Citicorp North America, Inc., as administrative agent (the "Administrative Agent") and collateral agent (the "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 the Grantor, the Administrative Agent and Collateral Agent, and the other parties 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 Subsidiaries of the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of May 11, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including any Intellectual Property acquired by the Grantor after the date thereof, 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, 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.

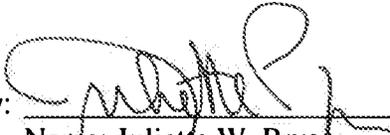
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[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.

US FOODS, INC.

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

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.

US FOODS, INC.

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.

By: _____
Name: *David Leland*
Title: *Vice President*

Schedule A

Trademarks

Trademark	Reg. No.	Reg. Date
Connoisseur	0635298	2-Oct-56
Optima	1596672	15-May-90
Glenview Farms	2089864	19-Aug-97
Monogram	2437192	20-Mar-01
Next Day Gourmet & Design	2481686	28-Aug-01
Westchester	3134321	22-Aug-06
North Star Foodservice	3248622	29-May-07
Your Partner Beyond the Plate	3481981	5-Aug-08
Full Plates Full Lives	3548101	16-Dec-08
Full Plates Full Lives & Design	3548102	16-Dec-08
Menus On-Demand	3765626	23-Mar-10
M Menus on Demand & Design	3841446	31-Aug-10
Pacific Jade	3957914	10-May-11
Pacific Jade & Design	3957927	10-May-11
Thirster (Stylized)	3985887	28-Jun-11
Thirster	3985888	28-Jun-11
Rituals Coffee Company Since 1996 & Design	3997434	19-Jul-11
Vesuvio	1552142	15-Aug-89
As Good As Your Own If You Had The Time	4222944	9-Oct-12
Misc. Design (Monogram Design)	4054010	8-Nov-11
Hilltop Hearth	4090720	24-Jan-12
Hilltop Hearth	4090734	24-Jan-12
First in Food. Second to None	4147501	22-May-12
Keeping Kitchens Cooking	4151684	29-May-12
Legacy A Heritage Of Solutions	4171217	10-Jul-12
Legacy A Heritage Of Solutions & Design	4174769	17-Jul-12
Metro Deli & Design	4265286	25-Dec-12
Superior	2053710	22-Apr-97
Monarch	3247312	29-May-07

Trademark Applications

Trademark	Appl. No.	Appl. Date
Easy To Save	85733645	20-Sep-12
U S Foods	85353269	22-Jun-11