

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.	02/27/2014	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:	4269970	CHEF'S LINE
Registration Number:	4269971	CHEF'S LINE
Registration Number:	4280726	RYKOFF SEXTON
Registration Number:	4289553	FOOD FANATICS
Registration Number:	4290308	NEXT TOP PRODUCT
Registration Number:	4299547	CHEF'S STORE
Registration Number:	4321591	MONARCH EST. 1853
Registration Number:	4325886	MY KITCHEN
Registration Number:	4325888	CUSTOM DEALS ON MY ORDERS
Registration Number:	4337023	US FOODS CULINARY EQUIPMENT & SUPPLIES
Registration Number:	4337028	US FOODS
Registration Number:	4337033	US FOODS CULINARY EQUIPMENT & SUPPLIES
Registration Number:	4339868	FUEL GOOD
Registration Number:	4339928	FUEL GOOD

TRADEMARK

CH \$790.00 4269970

Registration Number:	4344132	VESUVIO PRIMA
Registration Number:	4348839	MENU PROFITBUILDER PRO
Registration Number:	4352485	MENU PROFITBUILDER PRO
Registration Number:	4354895	DEVONSHIRE BAKE SHOP
Registration Number:	4355407	VESUVIO BELLA
Registration Number:	4359210	VESUVIO D'ORO
Registration Number:	4370196	PROOF OF DELIVERY
Registration Number:	4373023	CREATED BY MOLLY
Registration Number:	4373024	MOLLY'S KITCHEN
Registration Number:	4373025	CREATED BY MOLLY
Registration Number:	4377005	MOLLY'S KITCHEN
Registration Number:	4384894	HILLTOP HEARTH
Registration Number:	4385081	PATUXENT FARMS
Registration Number:	4385531	STAY COOL
Registration Number:	4400948	CATTLEMAN'S QUALITY SELECTION
Registration Number:	4401575	MY KITCHEN
Registration Number:	4444468	GLENVIEW FARMS

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:	03/04/2014

Total Attachments: 5

source=Notice _Grant Security InterestTrademark_executed supplement 2013#page1.tif
source=Notice _Grant Security InterestTrademark_executed supplement 2013#page2.tif
source=Notice _Grant Security InterestTrademark_executed supplement 2013#page3.tif
source=Notice _Grant Security InterestTrademark_executed supplement 2013#page4.tif

TRADEMARK
REEL: 005230 FRAME: 0323

**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 February 27, 2014, 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 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 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.

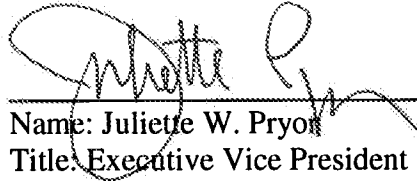
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[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
Chef's Line	4269970	1-Jan-13
Chef's Line	4269971	1-Jan-13
Rykoff Sexton	4280726	22-Jan-13
Food Fanatics	4289553	12-Feb-13
Next Top Product	4290308	12-Feb-13
ChefStore	4299547	5-Mar-13
Monarch Est. 1853	4321591	16-Apr-13
My Kitchen	4325886	23-Apr-13
Custom Deals On My Orders	4325888	23-Apr-13
US Foods Culinary Equipment & Supplies	4337023	21-May-13
US Foods	4337028	21-May-13
US Foods Culinary Equipment & Supplies	4337033	21-May-13
Fuel Good	4339868	21-May-13
Fuel Good	4339928	21-May-13
Vesuvio Prima	4344132	28-May-13
Menu Profitbuilder Pro	4348839	11-Jun-13
Menu Profitbuilder Pro	4352485	18-Jun-13
Devonshire Bake Shop	4354895	18-Jun-13
Vesuvio Bella	4355407	18-Jun-13
Vesovio D'oro	4359210	25-Jun-13
Proof of Delivery	4370196	16-Jul-13
Created by Molly	4373023	23-Jul-13
Molly's Kitchen	4373024	23-Jul-13
Created by Molly	4373025	23-Jul-13
Molly's Kitchen	4377005	30-Jul-13
Hilltop Hearth	4384894	13-Aug-13
Patuxent Farms	4385081	13-Aug-13
Stay Cool	4385531	13-Aug-13
Cattleman's Quality Selection	4400948	10-Sep-13
My Kitchen	4401575	10-Sep-13
Glenview Farms	4444468	03-Dec-13