

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335736

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.	03/19/2015	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: 13			
Property Type	Number	Word Mark	
Registration Number:	4515175	CATTLEMAN'S SELECTION	
Registration Number:	4534031	RITUALS	
Registration Number:	4534406	MEADOWS	
Registration Number:	4548078	CROSS VALLEY FARMS	
Registration Number:	4557372	MONOGRAM CLEANING DISPOSABLES	
Registration Number:	4560894	ZIP SCAN	
Registration Number:	4568843	VESUVIO MANGIA	
Registration Number:	4581559	ROSELI	
Registration Number:	4589286	SIMPULL TOUCH	
Registration Number:	4610305	PROUDLY OWNED AND OPERATED BY US FOODS C	
Registration Number:	4614113	MONARCH EST. 1853	
Registration Number:	4625314	FOOD FANATICS	
Registration Number:	4629480	FOOD FANATICS	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
TRADEMARK			

CH \$340.00 4515175

Correspondent Name: Mark D. Wasco, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 23356-1200

NAME OF SUBMITTER: Mark D. Wasco

SIGNATURE: /Mark D. Wasco/

DATE SIGNED: 03/20/2015

Total Attachments: 5

source=Supp Grant TM_ 2015 Executed doc#page1.tif

source=Supp Grant TM_ 2015 Executed doc#page2.tif

source=Supp Grant TM_ 2015 Executed doc#page3.tif

source=Supp Grant TM_ 2015 Executed doc#page4.tif

source=Supp Grant TM_ 2015 Executed doc#page5.tif

**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 March 19, 2015, 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.

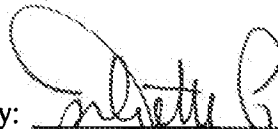
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[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:

CITICORP NORTH AMERICA, INC.

By: _____

Name: David Leland

Title: Vice President

Schedule A

Trademarks

TRADEMARKS REGISTERED IN 2014	Reg. No.	Reg. Date
Cattleman's Selection	4515175	15-Apr-14
Rituals	4534031	20-May-14
Meadows	4534406	20-May-14
Cross Valley Farms	4548078	10-Jun-14
Monogram Cleaning Disposables	4557372	24-Jun-14
Zip Scan	4560894	1-Jul-14
Vesuvio Mangia	4568843	15-Jul-14
Roseli	4581559	5-Aug-14
Simpull Touch	4589286	19-Aug-14
Proudly Owned and Operated by US Foods Chef'Store	4610305	23-Sep-14
Monarch Est. 1853	4614113	30-Sep-14
Food Fanatics	4625314	21-Oct-14
Food Fanatics	4629480	28-Oct-14