

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391464

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks: Supplemental Filing (Term)
RESUBMIT DOCUMENT ID:	900369128

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Foods, Inc.	FORMERLY U.S. Foodservice, Inc.	06/24/2016	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: 19

Property Type	Number	Word Mark
Registration Number:	1862957	MR. BUTLER
Registration Number:	1451067	BRITTANY
Registration Number:	1469233	ST. JOHN'S
Registration Number:	4700775	DEL PASADO
Registration Number:	4700126	US. FOODS KITCHENS
Registration Number:	4870950	VALU + PLUS
Registration Number:	4960471	MONOGRAM CLEANING DISPOSABLES
Registration Number:	4756237	HARVEST VALUE
Registration Number:	3274382	BELLAGIO
Registration Number:	2523455	HOME TASTE
Registration Number:	2348807	
Registration Number:	2261217	CYGNET
Registration Number:	2121794	QUALI-BAKE
Registration Number:	2114772	MAGNIFRY
Registration Number:	2112916	HARBOR BANKS
Registration Number:	1005417	ALAMO
Registration Number:	2014202	CYGNET MENU MANAGEMENT SYSTEM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1516590	HINT OF MINT
Registration Number:	0204061	"BLUE WATER"

CORRESPONDENCE DATA

Fax Number: 2129096836
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.
Phone: 212-909-6000
Email: trademarks@debevoise.com
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:	23356-1209
NAME OF SUBMITTER:	Mark D. Wasco
SIGNATURE:	/Mark D. Wasco/
DATE SIGNED:	07/14/2016

Total Attachments: 8

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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 June 24, 2016, 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 on June 7, 2013, and 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 the 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.

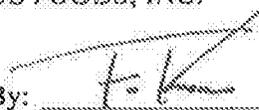
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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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: Fareed A. Khan

Title: Chief Financial Officer

*[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks
– US Foods, Inc.]*

TRADEMARK
REEL: 005823 FRAME: 0418

Schedule A

Trademarks

<u>TRADEMARK REGISTERED</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
<u>Citation</u>	<u>Registration Number</u>	<u>Registration Date</u>
MR. BUTLER Cross References: MISTER BUTLER	1862957	15-NOV-1994
BRITTANY	1451067	04-AUG-1987
ST. JOHN'S Cross References: SAINT JOHN'S	1469233	15-DEC-1987
DEL PASADO Translation: THE PAST	4700775	10-MAR-2015
US FOODS KITCHENS	4700126	10-MAR-2015
VALU + PLUS Cross References: VALUE PLUS PLUS	4870950	15-DEC-2015
MONOGRAM CLEANING DISPOSABLES	4960471	17-MAY-2016
HARVEST VALUE	4756237	16-JUN-2015
BELLAGIO Translation: BEAUTIFUL LAKE	3274382	07-AUG-2007
HOME TASTE	2523455	25-DEC-2001
DESIGN ONLY	2348807	09-MAY-2000
CYGNET	2261217	13-JUL-1999
QUALI-BAKE	2121794	16-DEC-1997
MAGNIFRY	2114772	18-NOV-1997
HARBOR BANKS	2112916	11-NOV-1997
ALAMO	1005417	25-FEB-1975
CYGNET MENU MANAGEMENT SYSTEM	2014202	05-NOV-1996
HINT OF MINT	1516590	13-DEC-1988
"BLUE WATER"	0204061	06-OCT-1925