

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM406472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Food Genius, Inc.		04/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	US Foods, Inc.		
Street Address:	9388 W. Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60618		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4665851	FOOD GENIUS	
Registration Number:	4128681	FOOD GENIUS	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	3122585758		
Email:	trademarks@schiffhardin.com		
Correspondent Name:	Clay A. Tillack, Schiff Hardin LLP		
Address Line 1:	P.O. Box 06079		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
NAME OF SUBMITTER:	Clay A. Tillack		
SIGNATURE:	/Clay A. Tillack/		
DATE SIGNED:	11/23/2016		
Total Attachments: 4			
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OP \$65.00 4665851

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of April 13, 2016 ("Effective Date"), is made by and between Food Genius, Inc., a corporation organized under the laws of the State of Delaware, with offices at 1144 W Fulton Market, Suite 210, Chicago, Illinois 60607 ("Assignor"), and US Foods, Inc., a corporation organized under the laws of the State of Delaware, with offices at 9399 W. Higgins Road, Suite 600, Rosemont, Illinois 60618 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and service marks ("Marks") and Registrations ("Registrations") for such Marks as granted by the United States Patent and Trademark Office and listed on the attached Schedule A, together with the goodwill of the business connected with and symbolized by the Marks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, Registrations and the goodwill of the business connected with and symbolized by the Marks as part of the acquisition by Assignor from Assignee of the Transferred Assets as such term is defined in the Asset Purchase Agreement of even date herewith by and between Assignor and Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Marks and Registrations in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Marks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Registrations to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Marks and Registrations.

3. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

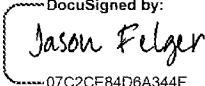
[Signatures Appear on the Following Page]

**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Assignment as of the Effective Date.

ASSIGNOR:

FOOD GENIUS, INC.

By:  _____
07C2CE84D6A344F...

Name: Jason Felger

Title: President and CEO

ASSIGNEE:

US FOODS, INC.

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Assignment as of the Effective Date.

ASSIGNOR:

FOOD GENIUS, INC.

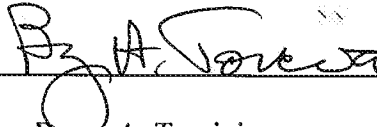
By: _____

Name: Jason Felger

Title: President and CEO

ASSIGNEE:

US FOODS, INC.

By: 

Name: Bryan A. Torcivia

Title: SVP Mergers & Acquisitions

Schedule A

Mark	Registration No.	Registration Date
FOOD GENIUS (Word Mark)	4,128,681	April 17, 2012
FOOD GENIUS (Word Mark)	4,665,851	January 6, 2015