

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM421085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SRA FOODS, INC.		03/24/2017	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	US Foods, Inc.		
Street Address:	9399 West Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87009179	SRA FOODS BIRMINGHAM, ALABAMA EST. 1987	
Serial Number:	87008891	SRA FOODS BIRMINGHAM, ALABAMA ESTABLISHE	
Serial Number:	87268534	SRA FOODS CENTERING ON YOUR PLATE EST. 1	
Serial Number:	76561658	SRA FOODS, INC.	
CORRESPONDENCE DATA			
Fax Number:	2129090813		
<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:	2128911618		
Email:	cduran@jenner.com		
Correspondent Name:	Carole A. Duran		
Address Line 1:	919 Third Avenue		
Address Line 2:	c/o Jenner & Block LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	52140-10141		
NAME OF SUBMITTER:	Carole A. Duran		
SIGNATURE:	/carole a. duran/		
DATE SIGNED:	03/24/2017		
Total Attachments: 4			

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TRADEMARK

REEL: 006019 FRAME: 0181

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”) is entered into as of March 24, 2017, by and between SRA FOODS, INC., an Alabama corporation (the “**Assignor**”), and US Foods, Inc., a Delaware corporation (the “**Assignee**”). This IP Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated as of March 6th, 2017 (the “**APA**”), by and between the Assignor and the Assignee, solely for the purposes of **Section 2.05, Section 6.13, Section 6.19, ARTICLE VIII** and **ARTICLE X** of the APA, SRA, L.L.C., an Alabama limited liability company and, solely for the purposes of **Section 6.11, ARTICLE VIII** and **ARTICLE X** of the APA, Anthony Anselmo and Rose Sarris.

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the APA, the receipt and sufficiency of which is hereby acknowledged, effective as of the date hereof, the Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee all of the Assignor’s right, title, and interest in and to the trademark registrations and applications listed on Schedule A attached hereto (which is incorporated into and made a part of this IP Assignment), together with all rights to sue and recover for any past, present or future infringement, and all goodwill associated with such trademarks.

This IP Assignment will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

This IP Assignment is subject to all of the terms, conditions and limitations set forth in the APA. In the event of any conflict or inconsistency between the terms of this IP Assignment and the terms of the APA, the terms of the APA will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the APA. This IP Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. This IP Assignment may be executed and delivered by facsimile or electronic transmission.

* * *

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed by their respective authorized officers as of the date first above written.

SRA FOODS, INC.

By: 

Name: Rose Saxxis

Title: VP





[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed by their respective authorized officers as of the date first above written.

US Foods, Inc.

By: Bryan A. Tercivia
Name: Bryan A. Tercivia
Title: SVP, M&A

SCHEDULE A

Trademark	Application Number	Application Date	Registration Number	Registration Date	Current Record Owner	Assignment History
 <p>SRA FOODS BIRMINGHAM, ALABAMA EST 1987 CENTERING ON YOUR PLATE</p>	87009179	4/21/16			SRA Foods, Inc.	None
 <p>SRA FOODS BIRMINGHAM, ALABAMA ESTABLISHED NINETEEN EIGHTY SEVEN CENTERING ON YOUR PLATE</p>	87008891	4/21/16			SRA Foods, Inc.	None
 <p>SRA FOODS CENTERING ON YOUR PLATE EST. 1987 BIRMINGHAM, ALABAMA</p>	87268534	12/14/16			SRA Foods, Inc.	None
 <p>SRA FOODS, INC.</p>	76561658	11/10/03	3096058	5/23/06	SRA Foods, Inc.	None