

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469802

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks and Patents: Supplemental Filing (Term Loan)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Foods, Inc.	FORMERLY U.S. Foodservice, Inc.	03/30/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3096058	SRA FOODS, INC.
Registration Number:	4575236	FIRSTCLASS FOODS
Registration Number:	5166543	SERVE GOOD
Registration Number:	5166571	SERVE GOOD
Registration Number:	5179536	SRA FOODS BIRMINGHAM, ALABAMA EST. 1987
Registration Number:	5185104	HARBOR BANKS SEAFOOD
Registration Number:	5252805	CHEF'S LINE
Registration Number:	5252806	CHEF'S LINE
Registration Number:	5260250	SRA FOODS CENTERING ON YOUR PLATE EST. 1
Registration Number:	5335154	SINCE 1893 STOCK YARDS ANGUS
Registration Number:	5354204	SINCE 1893 STOCK YARDS WORLD'S FINEST ST
Registration Number:	5396290	ALBORAN

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

TRADEMARK

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

NAME OF SUBMITTER: Ted Shen

SIGNATURE: /Ted Shen/

DATE SIGNED: 04/13/2018

Total Attachments: 5

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND
PATENTS: SUPPLEMENTAL FILING**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS: SUPPLEMENTAL FILING (this "Agreement"), dated as of March 30, 2018, 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 Patents; 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 and Patents 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 and Patents 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 and Patents, 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 or Patent 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 or Patent 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 and Patents 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: Kristin M. Coleman
Title: Executive Vice President

CITICORP NORTH AMERICA, INC.

By:

A handwritten signature in cursive script, appearing to read "Matthew Bashaw", written over a horizontal dotted line.

Name: Matthew Bashaw
Title: Vice President

Schedule A

Trademarks

<u>NEW TRADEMARKS REGISTERED</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SRA FOODS, INC. (Acquired March 2017)	3096058	18-Oct-05
FIRSTCLASS FOODS (Acquired April 2017)	4575236	29-Jul-14
SERVE GOOD	5166543	21-Mar-17
SERVE GOOD	5166571	21-Mar-17
SRA FOODS BIRMINGHAM, ALABAMA EST. 1987 CENTERING ON YOUR PLATE	5179536	11-Apr-17
HARBOR BANKS SEAFOOD	5185104	18-Apr-17
CHEF'S LINE	5252805	25-Jul-17
CHEF'S LINE	5252806	25-Jul-17
SRA FOODS CENTERING ON YOUR PLATE EST. 1987 BIRMINGHAM, ALABAMA	5260250	8-Aug-17
SINCE 1893 STOCK YARDS ANGUS	5335154	14-Nov-17
SINCE 1893 STOCK YARDS WORLD'S FINEST STEAKS & CHOPS	5354204	12-Dec-17
ALBORAN	5396290	6-Feb-18

No new Patents were registered.