OP \$40.00 2523455

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM521663

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITICORP NORTH AMERICA, INC.		05/01/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	US FOODS, INC.	
Street Address:	9399 W HIGGINS ROAD, SUITE 100	
City:	ROSEMONT	
State/Country:	ILLINOIS	
Postal Code:	60018	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2523455	HOME TASTE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1076850 ABL Release
NAME OF SUBMITTER:	Mariah Jo Kenna
SIGNATURE:	/Mariah Jo Kenna/
DATE SIGNED:	05/01/2019

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of May 1, 2019 (the "Effective Date"), is made by Citicorp North America, Inc., as administrative agent and ABL collateral agent (in such capacities, the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of July 3, 2007, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered an ABL Notice of Grant of Security Interest in Trademarks, dated as of July 3, 2007 (the "<u>Trademark Security</u> Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 17, 2007 at Reel/Frame 003582/0001;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule I attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITICORP NORTH AMERICA, INC., as Agent

Ву:_____

Name:

Title:

Brendan Mackay Vice President and Director

[Signature Page to Trademark Partial Release (Home Taste) (ABL)]

US FOODS, INC., as Grantor

Name: Kristin M. Coleman

Title: Executive Vice President, General Counsel and Chief Compliance Officer

[Signature Page to Trademark Partial Release (Home Taste) (ABL)]

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS

TRADEMARK REGISTERED	REG. NO.	REG. DATE
HOME TASTE	2523455	December 25, 2001

[[3909456]]

RECORDED: 05/01/2019