

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM542622

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM LOAN SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Food Services of America, Inc.		09/25/2019	Corporation:
Systems Services of America, Inc.		09/25/2019	Corporation:

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: 56

Property Type	Number	Word Mark
Registration Number:	1532392	
Registration Number:	0407735	
Registration Number:	5679680	FSA DIRECT
Registration Number:	5679684	DIRECT
Registration Number:	5679654	· COLUMBIA VALLEY · FARMS
Registration Number:	5679685	DIRECT
Registration Number:	1528901	FOOD SERVICES OF AMERICA
Registration Number:	3521083	
Registration Number:	4130087	SNOR SUSTAINABLE NATURAL ORGANIC REGIONA
Registration Number:	4762257	STAR SOLUTIONS
Registration Number:	3568036	SYSTEMS SERVICES OF AMERICA
Registration Number:	3568037	SYSTEMS SERVICES OF AMERICA
Serial Number:	88025956	THRIVE
Serial Number:	88025967	THRIVE INGREDIENTS FOR YOUR SUCCESS
Serial Number:	88025981	THRIVE INGREDIENTS FOR YOUR SUCCESS
Serial Number:	88292788	BLACKSTONE 1890
Serial Number:	88293081	MEAT BLACKSTONE 1890 FINE QUALITY MEATS
Serial Number:	88390521	MEAT BLACKSTONE 1890 FINE QUALITY MEATS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4545547	BY THE BEAN
Registration Number:	5670204	BREMERHAVEN
Serial Number:	88198395	BREMERHAVEN GOURMET SAUSAGES
Registration Number:	5679678	CC CATTLE COMPANY BEEF SUPERIOR FLAVOR &
Serial Number:	88009684	CHADO HIGH TEA
Serial Number:	88009777	CHADO HIGH TEA
Registration Number:	5684582	COLUMBIA VALLEY FARMS
Registration Number:	5824462	· COLUMBIA VALLEY · FARMS
Serial Number:	88199943	DELLA VITA
Serial Number:	88201147	DELLA VITA ITALIAN CUISINE
Serial Number:	88201330	DELLA VITA ITALIAN CUISINE
Serial Number:	88203115	DELLA VITA ITALIAN CUISINE
Serial Number:	88203586	DELLA VITA ITALIAN CUISINE
Serial Number:	88291759	DELLA VITA ITALIAN CUISINE
Serial Number:	88298827	FLYING FLAG FISHHOUSE
Serial Number:	88388981	FLYING FLAG FISHHOUSE ORIGINAL
Serial Number:	88389008	FLYING FLAG FISHHOUSE ORIGINAL
Serial Number:	88389058	FLYING FLAG FISHHOUSE PREMIUM
Serial Number:	88389038	FLYING FLAG FISHHOUSE PREMIUM
Registration Number:	1576422	FOOD SERVICES OF AMERICA
Registration Number:	1576628	FOOD SERVICES OF AMERICA
Registration Number:	1578000	FOOD SERVICES OF AMERICA
Registration Number:	1577942	FOOD SERVICES OF AMERICA
Registration Number:	1578946	FOOD SERVICES OF AMERICA
Registration Number:	4420191	KICKSTARTS
Registration Number:	4420192	KICKSTARTS
Registration Number:	4735434	LOTUS GARDEN
Registration Number:	2592347	MADRONA MARKET
Registration Number:	5695919	MADRONA MARKET
Registration Number:	5787072	MADRONA MARKET DELICATESSEN
Registration Number:	5825328	MADRONA MARKET DELICATESSEN
Registration Number:	5804524	MADRONA MARKET DELICATESSEN
Registration Number:	5804521	MADRONA MARKET DELICATESSEN
Registration Number:	5831537	MADRONA MARKET DELICATESSEN
Registration Number:	5842517	MADRONA MARKET DELICATESSEN
Registration Number:	5679691	RIO VIEJO
Registration Number:	5679695	RIO VIEJO
Registration Number:	5680565	RIO VIEJO

CORRESPONDENCE DATA**Fax Number:**

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: 2126834120
Email: luis.rodriguez@unitedcorporate.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 PINE STREET
Address Line 2: C/O CAHILL GORDON & REINDEL LLP
Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/ELAINE CARRERA/
DATE SIGNED:	09/26/2019

Total Attachments: 13

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Food Services of America, Inc.
- 2. Systems Services of America, Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. DE; 2. DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 25, 2019

- Assignment
- Security Agreement
- Other Term Loan Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citicorp North America, Inc.

Street Address: 1615 Brett Road

City: New Castle

State: DE

Country: USA Zip: 19720

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

56

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

September 25, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**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 September 25, 2019, is made by Food Services of America, Inc., a Delaware corporation, and Systems Services of America, Inc., a Delaware corporation (each, a "Grantor" and collectively, the "Grantors"), 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 Amended and Restated Term Loan Credit Agreement, dated June 27, 2016 (as amended, restated, supplemented, waived 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 US Foods, Inc., a Delaware corporation (the "Borrower"), 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 each Grantor becoming a subsidiary of the Borrower, such Grantor has become a party to the Guarantee and Collateral Agreement, dated as of May 11, 2011 (as amended as of June 7, 2013, and as further 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, each Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including any Intellectual Property acquired by such Grantor after the date thereof, including Trademarks; and

WHEREAS, each 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, each 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. Each 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 such 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 such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of such 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 each 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. In the event that any provisions of this Agreement conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern in all respects. 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. Each 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.

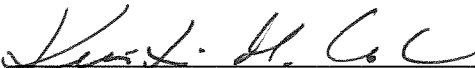
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *


[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.

FOOD SERVICES OF AMERICA, INC.

By: 
Name: Kristin M. Coleman
Title: Executive Vice President and Secretary






SYSTEMS SERVICES OF AMERICA, INC.







By: 
Name: Kristin M. Coleman
Title: Executive Vice President and Secretary

CITICORP NORTH AMERICA, INC.






By: David Tudor
Name: David Tudor
Title: Vice President

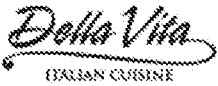





Schedule A
Trademarks





<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
[design only] 	RN: 1,532,392	Issued: 03/28/89	Food Services of America, Inc.
[design only] 	Canada:407,735	Issued: 02/05/93	Food Services of America, Inc.
FSA DIRECT	RN:5,679,680	Issued: 02/19/19	Food Services of America, Inc.
	RN: 5,679,684	Issued: 02/19/19	Food Services of America, Inc.
	RN: 5,679,654	Issued: 02/19/19	Food Services of America, Inc.
	RN: 5,679,685	Issued: 02/19/19	Food Services of America, Inc.

<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
	<p>OR 42327 (listed as active on Oregon's trademark database)</p> <p>WA 54076 (listed as expired on Washington's trademark database)</p>		Food Services of America, Inc.
FOOD SERVICES OF AMERICA	RN: 1,528,901	Issued: 03/07/89	Food Services of America, Inc.
[misc design] 	RN: 3,521,083	Issued: 10/21/08	System Services of America, Inc.
	RN: 4,130,087	Issued: 04/24/12	Food Services of America, Inc.
	RN: 4,762,257	Issued: 06/30/15	Food Services of America, Inc.
	RN: 3,568,036	Issued: 01/27/09	System Services of America, Inc.
	RN: 3,568,037	Issued: 01/27/09	System Services of America, Inc.








<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
THRIVE	SN: 88-025,956 5848565	Filed: 07/04/18 Registered: 09/03/2019	Food Services of America, Inc.
 <p>Text: Ingredients for your success</p>	SN: 88-025,967 5848566	Filed: 07/04/18 Registered: 09/03/2019	Food Services of America, Inc.
 <p>Text: Ingredients for your success</p>	SN: 88-025,981 58485667	Filed: 07/04/18 Registered: 09/03/2019	Food Services of America, Inc.
BLACKSTONE 1890	SN: 88-292788	Filed: 02/07/19	Food Services of America, Inc.
	SN: 88-293081	Filed: 02/07/19	Food Services of America, Inc.
	SN: 88-390521	Filed: 04/17/19	Food Services of America, Inc.
	RN: 4,545,547	Issued: 06/10/14	Food Services of America, Inc.
BREMERHAVEN	RN: 5,670,204	Issued: 02/05/19	Food Services of America, Inc.

<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
	SN: 88-198395	Filed: 11/18/18	Food Services of America, Inc.
 Text: SUPERIOR FLAVOR & TENDERNESS	RN: 5,679,678	Issued: 02/19/19	Food Services of America, Inc.
CHADO HIGH TEA	SN: 88-009,684	Filed: 06/21/18	Food Services of America, Inc.
	SN: 88-009,777 5848461	Filed: 6/21/18 Registered: 09/03/2019	Food Services of America, Inc.
COLUMBIA VALLEY FARMS	RN: 5,684,582 5848462	Issued: 02/26/19 Registered: 09/03/2019	Food Services of America, Inc.
	RN: 5,679,654	Issued: 02/19/19	Food Services of America, Inc.
	RN: 5,824,462	Issued: 08/06/19	Food Services of America, Inc.
DELLA VITA	SN: 88-199943	Filed: 11/19/18	Food Services of America, Inc.

<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
	SN: 88-201147	Filed: 11/20/18	Food Services of America, Inc.
	SN: 88-201330	Filed: 11/20/18	Food Services of America, Inc.
	SN: 88-203115	Filed: 11/21/18	Food Services of America, Inc.
	SN: 88-203586	Filed: 11/22/18	Food Services of America, Inc.
	SN: 88-291759	Filed: 02/06/19	Food Services of America, Inc.
FLYING FLAG FISHHOUSE	SN: 88-298827 5850241	Filed: 02/12/19 Registered 09/03/2019	Food Services of America, Inc.
	SN: 88-388981	Filed: 04/16/19	Food Services of America, Inc.

<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
	SN: 88-389008	Filed: 04/17 /19	Food Services of America, Inc.
	SN: 88-389058	Filed: 04/17/19	Food Services of America, Inc.
	SN: 88-389038	Filed: 04/17/19	Food Services of America, Inc.
FOOD SERVICES OF AMERICA	RN: 1,576,422	Issued: 01/09/90	Food Services of America, Inc.
FOOD SERVICES OF AMERICA	RN: 1,576,628	Issued: 01/09/90	Food Services of America, Inc.
FOOD SERVICES OF AMERICA	RN: 1,578,000	Issued: 01/09/90	Food Services of America, Inc.
FOOD SERVICES OF AMERICA	RN: 1,577,942	Issued: 01/09/90	Food Services of America, Inc.
FOOD SERVICES OF AMERICA	RN: 1,578,946	Issued: 01/09/90	Food Services of America, Inc.
HEARTLAND BAKING COMPANY		Common law. First use at lease as early as 2002.	Food Services of America, Inc.
		Common law. First use circa 2002.	Food Services of America, Inc.

<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
		Common law. First use circa 2002.	Food Services of America, Inc.
K2 KWIK KOAT FRIES		Common law. First use circa 2002.	Food Services of America, Inc.
		Common law. First use circa 2002.	Food Services of America, Inc.
		Common law. First use circa 2002.	Food Services of America, Inc.
KICKSTARTS	RN: 4,420,191	Issued: 10/22/13	Food Services of America, Inc.
	RN: 4,420,192	Issued: 10/22/13	Food Services of America, Inc.
	SN: 76-712833 RN: 4,735,434	Issued: 05/12/15	Food Services of America, Inc.
MADRONA MARKET	RN: 2,592,347	Issued: 07/09/02	Food Services of America, Inc.
MADRONA MARKET	RN: 5,695,919	Issued: 03/12/19	Food Services of America, Inc.
 Text: Delicatessen	RN: 5,787,072	Issued: 06/25/19	Food Services of America, Inc.

<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
 Text: Delicatessen	RN:5,825,328	Issued: 08/06/19	Food Services of America, Inc.
 Text: Delicatessen	5,804,524	Issued: 07/16/19	Food Services of America, Inc.
 Text: Delicatessen	RN: 5,804,521	Issued: 06/25/2019	Food Services of America, Inc.
 Text: Delicatessen	SN: 88029165 RN: 5,842,517	Filed: 07/08/18 Registered: 08/27/2019	Food Services of America, Inc.
 Text: Delicatessen	SN: 88-035353 RN: 5,831,537	Issued: 08/13/19	Food Services of America, Inc.
RIO VIEJO	RN: F5,679,691	Issued: 02/19/19	Food Services of America, Inc.
 	RN: 5,679,695	Issued: 02/19/19	Food Services of America, Inc.
 	RN: 5,680,565	Issued: 02/19/19	Food Services of America, Inc.