

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP NORTH AMERICA, INC.		06/11/2019	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	US FOODS, INC.		
Street Address:	9399 West Higgins Road		
Internal Address:	Suite 600		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	0180558	MONARCH	
Registration Number:	0178357	MONARCH	
Registration Number:	0180174	MONARCH	
Registration Number:	0224367	MONARCH	
Registration Number:	0534231	SUNDAY DINNER	
Registration Number:	0641503	SUNDAY DINNER	
Registration Number:	0652490	MONARCH	
Registration Number:	0652493	MONARCH	
Registration Number:	0655597		
Registration Number:	0865854	HARRISON HOUSE	
Registration Number:	0865855	HARRISON HOUSE	
Registration Number:	0865856		
Registration Number:	1446878	SANDLER FOODS	
Registration Number:	1432470	SF SANDLER FOODS	
Registration Number:	1451067	BRITTANY	
Registration Number:	1469233	ST. JOHN'S	
Registration Number:	1486613	SUNDAY DINNER	
Registration Number:	1436413	THE MONARCH EDGE	
TRADEMARK			

OP \$940.00 0180558

Property Type	Number	Word Mark
Registration Number:	1446932	THERE'S MORE TO FOODSERVICE THAN JUST GO
Registration Number:	1585912	MONARCH
Registration Number:	1862957	MR. BUTLER
Registration Number:	1859059	MR. BUTLER
Registration Number:	2532305	MONARCH HERITAGE
Registration Number:	2532306	MONARCH ADVANTAGE
Registration Number:	1836955	PERFECTA
Registration Number:	2383694	HALTON FARMS
Registration Number:	2523329	COCINA DE CALIDAD
Registration Number:	2523330	COCINA DE CALIDAD
Registration Number:	2528329	COCINA DE CALIDAD
Registration Number:	2525904	COCINA DE CALIDAD
Registration Number:	2603719	HALTON FARMS EXPRESS!
Registration Number:	2584610	HALTON FARMS EXPRESS!
Registration Number:	3361598	FLAVORS
Registration Number:	3361599	FLAVORS BY MONARCH FOODS
Registration Number:	3264621	MONARCH FOODS
Registration Number:	3247312	MONARCH
Registration Number:	3249389	MONARCH "OUR HIGHEST QUALITY"

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.rodriquez@unitedcorporate.com

Correspondent Name: Doris Ka

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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/01/2019

Total Attachments: 6

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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):

Citicorp North America, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Bank _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) June 11, 2019

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release (Reel 3582 / Frame 0078)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: US Foods, Inc.

Street Address: 9399 West Higgins Road, Suite 600

City: Rosemont

State: IL

Country: USA Zip: 60018

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware, USA
☐ 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

B. Trademark Registration No.(s)

see attached Schedule 1

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: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 57320.1384 (ABL)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

37

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:



Signature

Doris Ka

Name of Person Signing

September 30, 2019

Date

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

6

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

TRADEMARK
REEL: 006759 FRAME: 0293

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June 11, 2019 (the "Effective Date"), is made by CITICORP NORTH AMERICA, INC., in its capacity as Collateral Agent (the "Collateral Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain ABL Guarantee and Collateral Agreement, dated as of July 3, 2007, by and among the Collateral 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 Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of July 3, 2007 (the "Trademark Security 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 003582/0078;

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

1. Defined Terms. 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. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

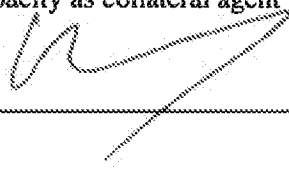
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral 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. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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

CITICORP NORTH AMERICA, INC., acting
in its capacity as collateral agent for the Lenders

By:  _____

Name:

Brendan Mackay
Vice President and Director

Title:

US FOODS, INC. (f/k/a RESTORE
ACQUISITION CORP.),
as Grantor

By Kathryn J. Holahan

Name: Kathryn J. Holahan
Title: Assistant Secretary

Schedule 1

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Restore Acquisition Corp.	MONARCH	71163176	05/01/1922	0180558	03/04/1924
2.	Restore Acquisition Corp.	MONARCH	71163177	05/01/1922	0178357	01/08/1924
3.	Restore Acquisition Corp.	MONARCH	71184422	08/13/1923	0180174	02/26/1924
4.	Restore Acquisition Corp.	MONARCH	71188064	11/06/1923	0224367	02/22/1927
5.	Restore Acquisition Corp.	SUNDAY DINNER	71562408	07/28/1948	0534231	12/05/1950
6.	Restore Acquisition Corp.	SUNDAY DINNER	72006642	04/18/1956	0641503	02/12/1957
7.	Restore Acquisition Corp.	MONARCH	72022425	01/11/1957	0652490	10/01/1957
8.	Restore Acquisition Corp.	MONARCH	72023031	01/23/1957	0652493	10/01/1957
9.	Restore Acquisition Corp.	Design	72023032	01/23/1957	0655597	12/10/1957
10.	Restore Acquisition Corp.	HARRISON HOUSE	72274256	06/19/1967	0865854	03/04/1969
11.	Restore Acquisition Corp.	HARRISON HOUSE	72274257	06/19/1967	0865855	03/04/1969
12.	Restore Acquisition Corp.	Design	72274259	06/19/1967	0865856	03/04/1969
13.	Restore Acquisition Corp.	SANDLER FOODS	73582123	02/10/1986	1446878	07/07/1987
14.	Restore Acquisition Corp.	SF SANDLER FOODS	73588842	03/19/1986	1432470	03/10/1987
15.	Restore Acquisition Corp.	BRITTANY	73616912	08/27/1986	1451067	08/04/1987
16.	Restore Acquisition Corp.	ST. JOHN'S	73616913	08/27/1986	1469233	12/15/1987
17.	Restore Acquisition Corp.	SUNDAY DINNER	73617429	08/29/1986	1486613	05/03/1988
18.	Restore Acquisition Corp.	THE MONARCH EDGE	73621517	09/22/1986	1436413	04/14/1987
19.	Restore Acquisition Corp.	THERE'S MORE TO FOODSERVICE THAN JUST GOOD FOOD	73630180	11/13/1986	1446932	07/07/1987
20.	Restore Acquisition Corp.	MONARCH	73760106	10/27/1988	1585912	03/06/1990
21.	Restore Acquisition Corp.	MR. BUTLER	74214986	10/24/1991	1862957	11/15/1994
22.	Restore Acquisition Corp.	MR. BUTLER	74214987	10/24/1991	1859059	10/18/1994
23.	Restore Acquisition Corp.	MONARCH HERITAGE	74342863	12/23/1992	2532305	01/22/2002
24.	Restore Acquisition Corp.	MONARCH ADVANTAGE	74344084	12/29/1992	2532306	01/22/2002
25.	Restore Acquisition Corp.	PERFECTA	74408866	07/02/1993	1836955	05/17/1994

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
26.	Restore Acquisition Corp.	HALTON FARMS	75407650	12/18/1997	2383694	09/05/2000
27.	Restore Acquisition Corp.	COCINA DE CALIDAD	75871871	12/14/1999	2523329	12/25/2001
28.	Restore Acquisition Corp.	COCINA DE CALIDAD	75871872	12/14/1999	2523330	12/25/2001
29.	Restore Acquisition Corp.	COCINA DE CALIDAD	75879132	12/23/1999	2528329	01/08/2002
30.	Restore Acquisition Corp.	COCINA DE CALIDAD	75879155	12/23/1999	2525904	01/01/2002
31.	Restore Acquisition Corp.	HALTON FARMS EXPRESS!	76114609	08/22/2000	2603719	08/06/2002
32.	Restore Acquisition Corp.	HALTON FARMS EXPRESS!	76114610	08/22/2000	2584610	06/25/2002
33.	Restore Acquisition Corp.	FLAVORS	77142149	03/28/2007	3361598	01/01/2008
34.	Restore Acquisition Corp.	FLAVORS BY MONARCH FOODS	77142160	03/28/2007	3361599	01/01/2008
35.	Restore Acquisition Corp.	MONARCH FOODS	78867960	04/24/2006	3264621	07/17/2007
36.	Restore Acquisition Corp.	MONARCH	78937511	07/26/2006	3247312	05/29/2007
37.	Restore Acquisition Corp.	MONARCH "OUR HIGHEST QUALITY"	78937513	07/26/2006	3249389	06/05/2007