

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543305

| | | | |
|---|------------------------------------|-----------------------|---------------------|
| 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 500 | | |
| City: | Rosemont | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60018 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0564315 | ALLEN'S PRIDE | |
| Registration Number: | 0645818 | LADY PAULINE | |
| Registration Number: | 0728005 | VALAY | |
| Registration Number: | 1177544 | RESTORE | |
| Registration Number: | 1216958 | AF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2126834120 | | |
| Email: | luis.rodriguez@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 | | |

OP \$140.00 0564315

Total Attachments: 5

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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 0068)

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 500

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:

5

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:

5

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: 0490**

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 003582/0068;

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.

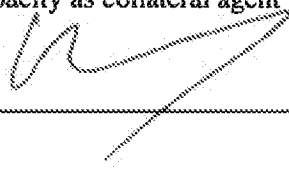
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

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 U.S.
FOODSERVICE, INC.),
as Grantor

By Kate J. Holahan

Name: Kathryn J. Holahan
Title: Assistant Secretary

Schedule 1

| | Owner | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|----|------------------------|------------------|-------------------|--------------------|-----------------|------------------|
| 1. | U.S. FoodService, Inc. | ALLEN'S PRIDE | 71593455 | 03/06/1950 | 0564315 | 09/23/1952 |
| 2. | U.S. FoodService, Inc. | LADY PAULINE | 71693886 | 08/30/1955 | 0645818 | 05/21/1957 |
| 3. | U.S. FoodService, Inc. | VALAY | 72095328 | 04/18/1960 | 0728005 | 02/27/1962 |
| 4. | U.S. FoodService, Inc. | RESTORE | 73271696 | 07/25/1980 | 1177544 | 11/10/1981 |
| 5. | U.S. FoodService, Inc. | AF | 73308387 | 05/01/1981 | 1216958 | 11/16/1982 |