

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550585

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PERRIN BERNARD SUPOWITZ, LLC		11/22/2019	Limited Liability Company: CALIFORNIA
OPUS NOELINE LLC		11/22/2019	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Owl Rock Capital Corporation, as Collateral Agent and Administrative Agent
<b>Street Address:</b>	399 Park Avenue, 38th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5254935	INDIVIDUAL FOODSERVICE
Registration Number:	5259860	IFS
Registration Number:	4082027	IFS INDIVIDUAL FOODSERVICE EST. 1926
Registration Number:	3992078	MORE VALUE FOR LESS
Registration Number:	4991157	PERRIN'S BRAND
Registration Number:	5236127	RECYCLUM
Registration Number:	4089678	RECYCLUM
Registration Number:	4659357	"CLEANING UP A DIRTY WORLD... ONE WIPE A
Registration Number:	5124843	STAND ALONE
Registration Number:	5124844	STAND ALONE
Registration Number:	4767152	VERNON SANITARY SUPPLY
Registration Number:	4754492	VERNON SANITARY SUPPLY EST.1944

## CORRESPONDENCE DATA

Fax Number: 2028357586

*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: 202-835-7500

TRADEMARK

**Email:** dcip@milbank.com  
**Correspondent Name:** Javier J. Ramos  
**Address Line 1:** 1850 K Street, NW, Suite 1100  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 42845.00013

**NAME OF SUBMITTER:** Javier J. Ramos

**SIGNATURE:** /Javier J. Ramos/

**DATE SIGNED:** 11/22/2019

**Total Attachments: 6**

source=06.1. Project Takeout - Notice and Confirmation of Grant of Security Interest in Trademarks (EXECUTED)#page1.tif

source=06.1. Project Takeout - Notice and Confirmation of Grant of Security Interest in Trademarks (EXECUTED)#page2.tif

source=06.1. Project Takeout - Notice and Confirmation of Grant of Security Interest in Trademarks (EXECUTED)#page3.tif

source=06.1. Project Takeout - Notice and Confirmation of Grant of Security Interest in Trademarks (EXECUTED)#page4.tif

source=06.1. Project Takeout - Notice and Confirmation of Grant of Security Interest in Trademarks (EXECUTED)#page5.tif

source=06.1. Project Takeout - Notice and Confirmation of Grant of Security Interest in Trademarks (EXECUTED)#page6.tif

NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of November 22, 2019, made by PERRIN BERNARD SUPOWITZ, LLC, a California limited liability company and OPUS NOELINE LLC, a California limited liability company, each having a principal place of business at 5496 Lindbergh Lane, Bell, California 90201 (each a “Grantor” and collectively, the “Grantors”), in favor of Owl Rock Capital Corporation, a Maryland corporation, having a principal place of business at 399 Park Avenue, 38th Floor, New York, NY 10022, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”). 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 (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Individual FoodService Holdings, LLC, a Delaware limited liability company (the “Borrower”), the Collateral Agent, the several banks and other financial institutions from time to time parties thereto (collectively, the “Lenders”), and Owl Rock Capital Corporation, as administrative agent for the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the “Loans”) to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, the Borrower, and certain Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the 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, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

**SECTION 1. Confirmation of Grant of Security Interest.** Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor’s name on

Schedule I 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 the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more 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. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

SECTION 4. 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 instrument.

\* \* \*

[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 representatives thereunto duly authorized as of the day and year first above written.

**PERRIN BERNARD SUPOWITZ, LLC**

By: *Nf Idnani*  
Name: Naresh Idnani  
Title: Authorized Representative

**OPUS NOELINE LLC**

By: *Nf Idnani*  
Name: Naresh Idnani  
Title: Authorized Representative



OWL ROCK CAPITAL CORPORATION,  
as Collateral Agent and Administrative Agent

By:   
Name: Alan Kirshenbaum  
Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS

<b>Registered Owner</b>	<b>Mark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
Perrin Bernard Supowitz, LLC	INDIVIDUAL FOODSERVICE	87/246,426	5,254,935	August 1, 2017
Perrin Bernard Supowitz, LLC		87/261,565	5,259,860	August 8, 2017
Perrin Bernard Supowitz, LLC		85/026,474	4,082,027	January 10, 2012
Perrin Bernard Supowitz, LLC	More Value For Less	85/031,621	3,992,078	July 12, 2011
Perrin Bernard Supowitz, LLC	PERRIN'S BRAND	86/511,140	4,991,157	July 5, 2016
Perrin Bernard Supowitz, LLC	RECYCLUM	87/246,425	5,236,127	July 4, 2017
Perrin Bernard Supowitz, LLC		85/053,305	4,089,678	January 24, 2012
Opus Noeline LLC	"CLEANING UP A DIRTY WORLD... ONE WIPE AT A TIME"	86/278,161	4,659,357	December 23, 2014
Opus Noeline LLC	STAND ALONE	86/452,479	5,124,843	January 17, 2017

Registered Owner	Mark	Application Number	Registration Number	Registration Date
Opus Noeline LLC		86/452,492	5,124,844	January 17, 2017
Opus Noeline LLC	VERNON SANITARY SUPPLY	86/278,150	4,767,152	July 07, 2015
Opus Noeline LLC		86/278,157	4,754,492	June 16, 2015