

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Interest (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Foods, Inc.		03/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc., as Administrative Agent		
Street Address:	1615 Brett Road, Building III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5891318	CAFÉESSENTIALS	
Registration Number:	2668621	GLENVIEW FARMS	
Registration Number:	5684168	PROGRESS CHECK	
Registration Number:	5678473	SERVE GOOD	
Registration Number:	5678416	SERVE GOOD	
Registration Number:	5745862	WE HELP YOU MAKE IT	
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 B. 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:	03/30/2020		

OP \$165.00 5891318

Total Attachments: 6

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**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 March 27, 2020, is made by US Foods, Inc., a Delaware corporation (the “Grantor”), 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 Grantor, 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 Grantor upon the terms and conditions set forth therein;

WHEREAS, the Grantor is 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, the Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including any Intellectual Property acquired by the Grantor after the date thereof, including Trademarks; and

WHEREAS, the 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, the 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. The 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 the 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 the Grantor, except that no security interest is or will be

granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than the Grantor, a Subsidiary of the Grantor 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 the 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. The 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.

US FOODS, INC.

By: Kat J. Holahan
Name: Katryn J. Holahan
Title: Asst - Secretary

CITICORP NORTH AMERICA, INC.

By: David Tuder
Name: David Tuder
Title: Vice President

Schedule A
Trademarks

	Owner	TRADEMARK	Reg. No.	Reg. Date
1.	US Foods, Inc.	CAFÉSSSENTIALS	5891318	10/22/2019
2.	US Foods, Inc	GLENVIEW FARMS	2668621	12/31/2002
3.	US Foods, Inc.	PROGRESS CHECK & Design	5684168	02/26/2019
4.	US Foods, Inc.	SERVE GOOD	5678473	02/19/2019
5.	US Foods, Inc.	SERVE GOOD & Design	5678416	02/19/2019
6.	US Foods, Inc.	WE HELP YOU MAKE IT	5745862	05/07/2019