

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM577992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMART FOODSERVICE STORES LLC		05/26/2020	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	246 GOOSE LANE, SUITE 105		
City:	GUILFORD		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78510240	CASH & CARRY SMART FOODSERVICE	
Serial Number:	87358012	CASH & CARRY SMART FOODSERVICE	
Serial Number:	78571534	CASH & CARRY SMART FOODSERVICE	
Serial Number:	78332954	CASH & CARRY UNITED GROCERS	
Serial Number:	87264165	CLICK&CARRY	
Serial Number:	85341151	COOL & CARRY	
Serial Number:	87264168		
Serial Number:	78517230	SMART FOODSERVICE	
Serial Number:	88414862	THE GROCERY STORE FOR RESTAURANTS	
Serial Number:	77903159	WHERE RESTAURANTS BUY BETTER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$265.00 78510240

Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1224551 TM
--------------------------------	------------

NAME OF SUBMITTER:	Mariah Kenna
---------------------------	--------------

SIGNATURE:	/Mariah Kenna/
-------------------	----------------

DATE SIGNED:	05/26/2020
---------------------	------------

Total Attachments: 5

source=Trademark Security Agreement, dated May 26, 2020 [Executed]#page2.tif
source=Trademark Security Agreement, dated May 26, 2020 [Executed]#page3.tif
source=Trademark Security Agreement, dated May 26, 2020 [Executed]#page4.tif
source=Trademark Security Agreement, dated May 26, 2020 [Executed]#page5.tif
source=Trademark Security Agreement, dated May 26, 2020 [Executed]#page6.tif

**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 May 26, 2020, is made by Smart Foodservice Stores LLC, an Oregon limited liability company (the “Grantor”), in favor of the Collateral Agent (as defined below) for the benefit of the Secured Parties under the Indenture, dated as of April 28, 2020 (as amended by the First Supplemental Indenture, dated as of May 26, 2020 and as further amended, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”), among the US Foods, Inc., a Delaware corporation (the “Issuer”), the Subsidiary Guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee and as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties thereunder.

WHEREAS, in connection with the Grantor becoming a subsidiary of the Issuer, the Grantor has become a party to the Notes Collateral Agreement, dated as of April 28, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Notes Collateral Agreement”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Notes 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 Indenture and the Notes Collateral Agreement, as applicable.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Notes 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 Issuer, a Subsidiary of the Issuer 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 Notes Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Notes Collateral Agreement. In the event that any provisions of this Agreement conflict with the Notes Collateral Agreement, the provisions of the Notes Collateral Agreement shall govern in all respects. The Notes 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 4. Acknowledgment. The 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 fully set forth in the Indenture and the Notes 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. Any electronic signature hereof shall be of the same legal effect, validity or enforceability as a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

* * *


[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.

SMART FOODSERVICE STORES LLC,
as Grantor

By: 
Name: Dirk Locascio
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

Schedule A
Trademarks

<u>TRADEMARK</u>	<u>Ser. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
CASH & CARRY SMART FOODSERVICE	SN: 78/510240	Filed: 02-Nov-2004	Smart Foodservice Stores LLC
CASH & CARRY SMART FOODSERVICE	SN: 87/358012	Filed: 07-Mar-2017	Smart Foodservice Stores LLC
CASH & CARRY SMART FOODSERVICE (stylized in color)	SN: 78/571534	Filed: 21-Feb-2005	Smart Foodservice Stores LLC
CASH & CARRY UNITED GROCERS	SN: 78/332954	Filed: 25-Nov-2003	Smart Foodservice Stores LLC
CLICK&CARRY	SN: 87/264165	Filed: 09-Dec-2016	Smart Foodservice Stores LLC
COOL & CARRY	SN: 85/341151	Filed: 08-Jun-2011	Smart Foodservice Stores LLC
Design (shopping cart filled with boxes)	SN: 87/264168	Filed: 09-Dec-2016	Smart Foodservice Stores LLC
SMART FOODSERVICE	SN: 78/517230	Filed: 15-Nov-2004	Smart Foodservice Stores LLC
THE GROCERY STORE FOR RESTAURANTS	SN: 88/414862	Filed: 03-May-2019	Smart Foodservice Stores LLC
WHERE RESTAURANTS BUY BETTER	SN: 77/903159	Filed: 30-Dec-2009	Smart Foodservice Stores LLC