

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Interest (Term)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smart Foodservice Stores LLC		05/26/2020	Limited Liability Company: OREGON

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: 9

Property Type	Number	Word Mark
Registration Number:	3121923	CASH & CARRY SMART FOODSERVICE
Registration Number:	5290846	CASH & CARRY SMART FOODSERVICE
Registration Number:	3135169	CASH & CARRY SMART FOODSERVICE
Registration Number:	2970108	CASH & CARRY UNITED GROCERS
Registration Number:	5298226	CLICK&CARRY
Registration Number:	4298813	COOL & CARRY
Registration Number:	5298227	
Registration Number:	3121943	SMART FOODSERVICE
Registration Number:	3828030	WHERE RESTAURANTS BUY BETTER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

OP \$240.00 3121923

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 05/26/2020

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):

Smart Foodservice Stores LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Oregon
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 26, 2020

- Assignment
- Security Agreement
- Other Supplemental Trademark Security Interest (Term)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citicorp North America, Inc., as Administrative Agent

Street Address: 1615 Brett Road, Building III

City: New Castle

State: DE

Country: USA Zip: 19720

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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 A

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 (Intellectual Property)

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: 35891.876 (Term)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 9

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: 

May 26, 2020
Date

Doris Ka
Signature

Name of Person Signing

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

**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 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 US Foods, Inc., a Delaware corporation (the "Borrower"), 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 Borrower upon the terms and conditions set forth therein;

WHEREAS, in connection with the Grantor becoming a subsidiary of the Borrower, the Grantor has become 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 Borrower, a Subsidiary of the Borrower 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.

SMART FOODSERVICE STORES LLC

By: 
Name: Dirk Locascio
Title: Chief Financial Officer

CITICORP NORTH AMERICA, INC.

By: David Tuder
Name: David Tuder
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 3121923	Filed: 02-Nov-2004 07/25/2006	Smart Foodservice Stores LLC
CASH & CARRY SMART FOODSERVICE	SN: 87/358012 5290846	Filed: 03-Mar-2017 09/19/2017	Smart Foodservice Stores LLC
CASH & CARRY SMART FOODSERVICE (stylized in color)	SN: 78/571534 3135169	Filed: 21-Feb-2005 08/29/2006	Smart Foodservice Stores LLC
CASH & CARRY UNITED GROCERS	SN: 78/332954 2970108	Filed: 25-Nov-2003 07/19/2005	Smart Foodservice Stores LLC
CLICK&CARRY	SN: 87/264165 5298226	Filed: 09-Dec-2016 09/26/2017	Smart Foodservice Stores LLC
COOL & CARRY	SN: 85/341151 4298813	Filed: 08-Jun-2011 03/05/2013	Smart Foodservice Stores LLC
Design (shopping cart filled with boxes)	SN: 87/264168 5298227	Filed: 09-Dec-2016 09/26/2017	Smart Foodservice Stores LLC
SMART FOODSERVICE	SN: 78/517230 3121943	Filed: 15-Nov-2004 07/25/2006	Smart Foodservice Stores LLC
WHERE RESTAURANTS BUY BETTER	SN: 77/903159 3828030	Filed: 30-Dec-2009 08/03/2010	Smart Foodservice Stores LLC