

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Foods, Inc		03/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc.		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	6934349	VALU+ PLUS	
Registration Number:	6924560	CROSS VALLEY FARMS	
Registration Number:	6866432	THIRSTER	
Registration Number:	6646136	US FOODS NOURISH	
Registration Number:	6642257	DINING OUT IN THE NORTHWEST EST. 1999	
Registration Number:	6642258	DINING OUT IN THE NORTHWEST	
Registration Number:	6622655	METRO DELI	
Registration Number:	6622561	FOOD FANATICS LIVE	
Registration Number:	6622315	DEL PASADO	
Registration Number:	6471213	PRONTO	
Registration Number:	6303803	MENU PROFIT PRO	
Registration Number:	6269195	LABORFOCUS	
Registration Number:	6239732	IMPACT	
Registration Number:	6238226	INTELLILOCK	
Registration Number:	6150346	BLUEPRINT MENU MANAGEMENT SYSTEM	
Registration Number:	6146511	US FOODS	
Registration Number:	6110767	RYKOFF SEXTON	
Registration Number:	6056616	FINANCIAL OPERATING REPORT	

OP \$615.00 6934349

Property Type	Number	Word Mark
Registration Number:	5861138	SNOBOY FRESHNESS GUARANTEED
Registration Number:	5861139	SNOBOY FRESHNESS GUARANTEED
Registration Number:	4273716	SNOBOY
Registration Number:	4273715	SNOBOY
Registration Number:	754758	SNOBOY
Registration Number:	553347	

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Cogency Global Inc.

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Colin Halvey
SIGNATURE:	/s/ Colin Halvey
DATE SIGNED:	03/31/2023

Total Attachments: 7

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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 31, 2023, 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.

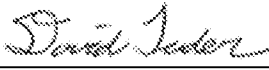
US FOODS, INC.

By: 
Name: Stephanie Miller
Title: Corporate Secretary

[Signature Page -- Notice of Grant of Security Interest in Trademarks -- Term Loan]

TRADEMARK
REEL: 008028 FRAME: 0803

CITICORP NORTH AMERICA, INC.

By: 
Name: David Tudor
Title: Vice President

[Signature Page – Notice of Grant of Security Interest in Trademarks – Term Loan]

TRADEMARK
REEL: 008028 FRAME: 0804

Schedule A**Trademarks**

<u>Trademarks Registered</u>	<u>Reg. No.</u>	<u>Reg. Date.</u>
VALU+ PLUS	6,934,349	12/27/2022
CROSS VALLEY FARMS	6,924,560	12/13/2022
THIRSTER	6,866,432	10/4/2022
US FOODS NOURISH	6,646,136	2/15/2022
DINING OUT IN THE NORTHWEST EST. 1999 and design	6,642,257	2/15/2022
DINING OUT IN THE NORTHWEST	6,642,258	2/15/2022
METRO DELI	6,622,655	1/18/2022
FOOD FANATICS LIVE	6,622,561	1/18/2022
DEL PASADO	6,622,315	1/18/2022
PRONTO	6,471,213	8/31/2021
MENU PROFIT PRO	6,303,803	3/30/2021
LABORFOCUS	6,269,195	2/16/2021
IMPACT	6,239,732	1/5/2021
INTELLILOCK	6,238,226	1/5/2021
BLUEPRINT MENU MANAGEMENT SYSTEM & Design	6,150,346	9/15/2020
US FOODS	6,146,511	9/8/2020
RYKOFF SEXTON & Design (New Logo)	6,110,767	7/28/2020
FINANCIAL OPERATING REPORT	6,056,616	5/19/2020
SNOBOY FRESHNESS GUARANTEED & Design	5,861,138	9/17/2019
SNOBOY FRESHNESS GUARANTEED &	5,861,139	9/17/2019

Design		
SNOBOY & Snoboy Design	4,273,716	1/15/2013
SNOBOY	4,273,715	1/15/2013
SNOBOY & Design (Snoboy Full Body Design)	754,758	8/13/1963
MISC. DESIGN (Snoboy Design)	553,347	1/15/1952