

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks and Patents: Supplemental Filing (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Foods, Inc.		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc.		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5100489	OPTIMAX	
Registration Number:	4665851	FOOD GENIUS	
Registration Number:	4128681	FOOD GENIUS	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Alexander V. Bondarenko, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Alexander V. Bondarenko		
SIGNATURE:	/Alexander V. Bondarenko/		
DATE SIGNED:	04/06/2017		
Total Attachments: 5			
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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND
PATENTS: SUPPLEMENTAL FILING**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS: SUPPLEMENTAL FILING (this "Agreement"), dated as of April 3, 2017 is made by US Foods, Inc. (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 Credit Agreement, dated as of October 20, 2015 (as amended, amended and restated, waived, supplemented 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 Borrower upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain Subsidiaries of the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of July 3, 2007 (as 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 Patents; 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 and Patents 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 and Patents 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 and Patents, 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 or Patent 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 or Patent 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. 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 and Patents 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.

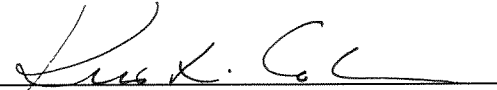
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[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: Kristin M. Coleman
Title: Executive Vice President

CITICORP NORTH AMERICA, INC.



By:

Name: Brendan Mackay
Title: Vice President and Director

Schedule A

Trademarks

TRADEMARKS REGISTERED IN 2016	Reg. No.	Reg. Date
OPTIMAX	5100489	13-Dec-16
FOOD GENIUS	4665851	6-Jan-15
FOOD GENIUS	4128681	17-Apr-12

No Patents were registered in 2016.