

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP NORTH AMERICA, INC.		06/11/2019	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	US FOODS, INC.		
Street Address:	9399 West Higgins Road		
Internal Address:	Suite 500		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4128681	FOOD GENIUS	
Registration Number:	4665851	FOOD GENIUS	
Registration Number:	5100489	OPTIMAX	
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.rodriquez@unitedcorporate.com		
Correspondent Name:	Doris 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:	10/01/2019		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June 11, 2019 (the "Effective Date"), is made by CITICORP NORTH AMERICA, INC., in its capacity as Collateral Agent (the "Collateral Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain ABL Guarantee and Collateral Agreement, dated as of July 3, 2007, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 3, 2017 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

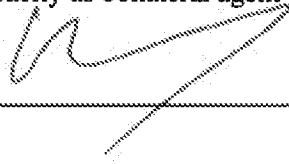
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 6, 2017 at Reel/Frame 006029/0383;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CITICORP NORTH AMERICA, INC., acting
in its capacity as collateral agent for the Lenders**

By: 

Name:

Brendan Mackay
Vice President and Director

Title:

[Signature Page to Trademark Security Interest Release]

**TRADEMARK
REEL: 006759 FRAME: 0123**

US FOODS, INC.,
as Grantor

By Kathryn J. Holahan

Name: Kathryn J. Holahan
Title: Assistant Secretary

Schedule 1

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	US Foods, Inc.	FOOD GENIUS	85400648	08/17/2011	4128681	04/17/2012
2.	US Foods, Inc.	FOOD GENIUS	86121985	11/18/2013	4665851	01/06/2015
3.	US Foods, Inc.	OPTIMAX	87099381	07/11/2016	5100489	12/13/2016