

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Foods, Inc.		03/31/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association
<b>Street Address:</b>	246 Goose Lane
<b>City:</b>	Guilford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06347
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 23

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:	6303803	MENU PROFIT PRO
Registration Number:	6239732	IMPACT
Registration Number:	6238226	INTELLILOCK
Registration Number:	6146511	US FOODS
Registration Number:	6110767	RYKOFF SEXTON
Registration Number:	5861138	SNOBOY FRESHNESS GUARANTEED
Registration Number:	5861139	SNOBOY FRESHNESS GUARANTEED
Registration Number:	5678416	SERVE GOOD
Registration Number:	4560894	ZIP SCAN

OP \$590.00 6934349

Property Type	Number	Word Mark
Registration Number:	4377005	MOLLY'S KITCHEN
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:** 800713755  
**Email:** james.murray@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** James Murray  
**Address Line 4:** Columbus, OHIO 43219

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

**Total Attachments: 6**  
source=US Foods - Notice of Grant of Security Interest in Trademarks (Secured) 2023 [Execution]#page1.tif  
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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):**

US Foods, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other Supplemental Filing - Assignment
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wilmington Trust, National Association

Street Address: 246 Goose Lane

City: Guilford

State: Connecticut

Country: US Zip: 06437

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship United States

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 \_\_\_\_\_

PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s) \_\_\_\_\_

PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PLEASE SEE ATTACHED SCHEDULE

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: CT Corporation

Internal Address: James Murray

Street Address: 4400 Easton Commons Way

City: Columbus

State: OH Zip: 43219

Phone Number: 8007130755

Docket Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and registrations involved:**

23

**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:** \_\_\_\_\_ /s/ Colin Halvey

3/31/2023

Signature

Date

Colin Halvey

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 March 31, 2023, is made by US Foods, Inc., a Delaware corporation (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 Grantor, 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, the Grantor is 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.

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 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 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.

US FOODS, INC.

By:   
Name: Stephanie Miller  
Title: Corporate Secretary

*[Signature Page -- Notice of Grant of Security Interest in Trademarks -- Secured Notes]*

**TRADEMARK**  
**REEL: 008028 FRAME: 0871**

**Schedule A**

**Trademarks**

<b><u>Trademarks Registered</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date.</u></b>
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
MENU PROFIT PRO	6,303,803	3/30/2021
IMPACT	6,239,732	1/5/2021
INTELLILOCK	6,238,226	1/5/2021
US FOODS	6,146,511	9/8/2020
RYKOFF SEXTON & Design (New Logo)	6,110,767	7/28/2020
SNOBOY FRESHNESS GUARANTEED & Design	5,861,138	9/17/2019
SNOBOY FRESHNESS GUARANTEED & Design	5,861,139	9/17/2019
SERVE GOOD & Design	5,678,416	2/19/2019
ZIP SCAN	4,560,894	7/1/2014
MOLLY'S KITCHEN	4,377,005	7/30/2013

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