



## LIMITED LICENSE AGREEMENT

THIS LIMITED LICENSE AGREEMENT (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between US Foods, Inc., a Delaware corporation, ("USF") and [ENTITY], a \_\_\_\_\_ corporation ("Company").

In consideration of the mutual covenants contained herein, and other consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, USF grants to Company a non-exclusive, non-transferable, non-sublicensable, royalty-free limited license for the term of this Agreement to use USF's trademark Metro Deli® (U.S. Reg. No. 4265286, referred to herein as "the USF trademark") only in connection with non-permanent displays in Company's restaurant only, and only during the period of time that Company uses only Metro Deli products.

2. **Use of the USF Trademark. Company agrees to use the USF trademark only in the manner approved in advance and in writing by USF.** Company shall, when using the USF trademark, ensure that all materials that include the USF trademark display a legend in a sufficiently prominent place indicating that the USF trademark "is the property of USF and is used under license" or such other similar words to that effect as the Parties may agree. Additionally, Company's use of the USF trademark must comply with the following:

(a) Company must present the USF Trademark in such a way that it is clear that the USF Trademark refers to a product and does not refer to the business establishment (Example: "ABC Restaurant Proudly Serves Metro Deli® Products;" "Metro Deli® products provided by US Foods, Inc." or other similar wording).

(b) Company may only place Metro Deli labels on Metro Deli products.

3. **Quality Standards.** Company agrees that when using the USF trademark as contemplated by this Agreement, such use shall meet the quality and presentation standards provided by USF which may be amended from time to time. Company agrees that it will not modify any approved use of the USF Trademark for subsequent use.

4. **Goodwill.** Company acknowledges that any goodwill or other interests or rights that arise as a result of Company's use of the USF trademark shall inure solely to the benefit of USF, and Company hereby assigns and conveys such goodwill and other interests and rights to USF.

5. **Restrictions on Use.** Company will not, at any time, whether during or after termination of this Agreement, use the USF trademark as part of Company's corporate, business or trading name or style, nor will Company apply for or obtain registration of the USF trademark or any confusingly similar mark or logo for any goods or services in any country of the world. Licensor shall not combine or join the USF trademark with any other trademark or service mark. Company may not, under any circumstances, rename its business using the USF trademark, include the USF trademark as part of its name, or use the USF trademark in any manner that may imply, suggest or indicate that USF has an operational or ownership interest in Company or Company's establishment. Company may not, under any circumstances, use the USF trademark without attribution to USF, or use the USF trademark as part of any permanent displays or non-permanent displays other than located at Company's business location. Any misuse of the USF trademark by Company may result in the immediate termination of this Agreement. In the event USF reasonably believes the USF trademark has been misused or misrepresented per the terms of this Agreement, USF may, in its sole discretion, require Company to immediately remove any or all usage of the USF trademark. If Company does not do so, USF may remove the USF trademark from Company's premises at Company's sole expense.

6. **Term & Termination.** This Agreement shall be effective as of \_\_\_\_\_, 20\_\_\_\_, and shall continue in effect for as long as Company is a USF customer in good standing, unless sooner terminated by either party hereto. This Agreement may be terminated by Company or USF at any time. Upon termination of this Agreement, Company shall fully and as promptly as reasonably practicable cease all use of the USF trademark, and shall, at the option of USF, as promptly as reasonably practicable, however not to exceed fourteen (14) days, either return to USF all materials related to the USF trademark or destroy such materials and certify to USF such destruction.

7. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by the execution of this Agreement by their respective authorized representatives as of the date first above written.

US FOODS, INC.

[ENTITY]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_