

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PFG Holdings, LLC		08/09/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	625 Marquette Avenue
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	N.A.: CALIFORNIA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2813765	GOURMATES
Registration Number:	2974770	
Registration Number:	2949190	AFFLAB
Registration Number:	2848883	BAY WINDS
Registration Number:	2597708	EMPIRE'S TREASURE
Registration Number:	2552334	BRILLIANCE PREMIUM SHORTENINGS AND OILS
Registration Number:	2863174	EMPIRE'S TREASURE
Registration Number:	2617660	EMPIRE'S-CHOICE
Registration Number:	2889582	FIRST MARK
Registration Number:	2867294	FULL MELT
Registration Number:	2846077	GUEST HOUSE
Registration Number:	3112282	HERITAGE OVENS
Registration Number:	2009667	PFG
Registration Number:	2601872	PERFORMANCE FOOD GROUP

OP \$940.00 2813765

TRADEMARK

Registration Number:	3265552	PFG COMPETITIVE EDGE PROGRAM
Registration Number:	2221896	RAFFINATO
Registration Number:	2795936	ROASTER'S EXCHANGE
Registration Number:	3133401	SILVER SOURCE
Registration Number:	3489177	SILVER SOURCE
Registration Number:	2917763	SMART SHIELD
Registration Number:	2623506	VILLAGE GARDEN
Registration Number:	3046522	WEST CREEK
Registration Number:	2349534	FOODSTAR
Registration Number:	3834859	
Registration Number:	3600452	E&S DIRECT
Registration Number:	3800481	FIRST MARK
Registration Number:	3815611	HAVE A TASTE
Registration Number:	3823015	HAVE A TASTE...
Registration Number:	3765070	PERFORMANCE FOODSERVICE
Registration Number:	3834879	PERFORMANCE FOODSERVICE
Registration Number:	3834856	PERFORMANCE FOODSERVICE HAVE A TASTE...
Registration Number:	3834858	PERFORMANCE FOODSERVICE HAVE A TASTE...
Registration Number:	3600747	PFG CUSTOM MEATS
Registration Number:	3568837	RIDGECREST C·U·L·I·N·A·R·Y
Registration Number:	3555759	WEST CREEK F·R·E·S·H
Registration Number:	3967590	MAGELLAN
Serial Number:	78920844	MAGELLAN

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	08/12/2011

TRADEMARK

REEL: 004603 FRAME: 0444

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Trademark Security Agreement, dated as of August 9, 2011, by and between PFG HOLDINGS, LLC, a corporation formed under the laws of Delaware (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Amended and Restated Indenture dated as of August 9, 2011 (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Amended and Restated Indenture, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by telecopier or by electronic pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

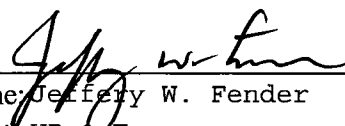
SECTION 7. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 9, 2011 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wells Fargo Bank, National Association (successor by merger to Wachovia Bank, National Association), as First Lien Agent, Wells Fargo Bank, National Association, as Collateral Agent, and Performance Food Group, Inc. (f/k/a Vistar Corporation) and certain of its affiliates. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

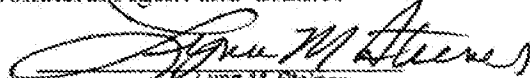
PFG HOLDINGS, LLC

By: 
Name: Jeffrey W. Fender
Title: VP & Treasurer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By:



Name:

Lynn M. Steiner

Title:

Vice President

{Trademark Security Agreement: PFG Holdings, LLC}

TRADEMARK
REEL: 004603 FRAME: 0449

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Trademark	Registration No./Serial No.
PFG HOLDINGS, LLC	GOURMATES	2,813,765
PFG HOLDINGS, LLC	MISCELLANEOUS DESIGN	2,974,770
PFG HOLDINGS, LLC	AFFLAB	2,949,190
PFG HOLDINGS, LLC	BAY WINDS	2,848,883
PFG HOLDINGS, LLC	EMPIRE'S TREASURE	2,597,708
PFG HOLDINGS, LLC	BRILLIANCE PREMIUM SHORTENINGS AND OILS	2,552,334
PFG HOLDINGS, LLC	EMPIRE'S TREASURE	2,863,174
PFG HOLDINGS, LLC	EMPIRE'S-CHOICE	2,617,660
PFG HOLDINGS, LLC	FIRST MARK	2,889,582
PFG HOLDINGS, LLC	FULL MELT	2,867,294
PFG HOLDINGS, LLC	GUEST HOUSE	2,846,077
PFG HOLDINGS, LLC	HERITAGE OVENS	3,112,282
PFG HOLDINGS, LLC	PFG (and Design)	2,009,667
PFG HOLDINGS, LLC	PERFORMANCE FOOD GROUP	2,601,872
PFG HOLDINGS, LLC	PFG COMPETITIVE EDGE PROGRAM	3,265,552
PFG HOLDINGS, LLC	RAFFINATO	2,221,896
PFG HOLDINGS, LLC	ROASTER'S EXCHANGE	2,795,936
PFG HOLDINGS, LLC	SILVER SOURCE	3,133,401
PFG HOLDINGS, LLC	SILVER SOURCE	3,489,177
PFG HOLDINGS, LLC	SMART SHIELD	2,917,763
PFG HOLDINGS, LLC	VILLAGE GARDEN	2,623,506
PFG HOLDINGS, LLC	WEST CREEK	3,046,522
PFG HOLDINGS, LLC	FOODSTAR	2,349,534
PFG HOLDINGS, LLC	MISCELLANEOUS DESIGN	3,834,859
PFG HOLDINGS, LLC	E&S DIRECT	3,600,452
PFG HOLDINGS, LLC	FIRST MARK	3,800,481
PFG HOLDINGS, LLC	HAVE A TASTE (words only)	3,815,611
PFG HOLDINGS, LLC	HAVE A TASTE (design and logo)	3,823,015
PFG HOLDINGS, LLC	PERFORMANCE FOODSERVICE	3,765,070
PFG HOLDINGS, LLC	PERFORMANCE FOODSERVICE & design	3,834,879
PFG HOLDINGS, LLC	PERFORMANCE FOODSERVICE Have a Taste & Design	3,834,856
PFG HOLDINGS, LLC	PERFORMANCE FOODSERVICE HAVE A TASTE & Design (color)	3,834,858
PFG HOLDINGS, LLC	PFG CUSTOM MEATS & Design	3,600,747
PFG HOLDINGS, LLC	RIDGECREST CULINARY &	3,568,837

Owner	Trademark	Registration No./Serial No.
	Design	
PFG HOLDINGS, LLC	WEST CREEK FRESH and design	3,555,759
PFG HOLDINGS, LLC	MAGELLAN	3,967,590
PFG HOLDINGS, LLC	MAGELLAN	78-920844