

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
Progressive Group Alliance, 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: 45			
Property Type	Number	Word Mark	
Registration Number:	2150374	ALL KITCHENS	
Registration Number:	2150340	ALL KITCHENS	
Registration Number:	2148851	ALL KITCHENS	
Registration Number:	2148850	ALL KITCHENS	
Registration Number:	1786553	ALL KITCHENS SYSTEM HEALTH CARE HC	
Registration Number:	2099464	EMERALD CLUB	
Registration Number:	2150335	MAIN PLATE	
Registration Number:	3057019		
Registration Number:	2963502		
Registration Number:	3225894	CRYSTAL REEF	
Registration Number:	0275382	PLEE-ZING	
Registration Number:	0935842	LIL BRAVE	
Registration Number:	3223654	MUA	
Registration Number:	3161276	BDA BAKERY DISTRIBUTORS OF AMERICA	

TRADEMARK

900199587

REEL: 004603 FRAME: 0604

OP \$1140.00 2150374

Registration Number:	2971759	PROGRESSIVE GROUP ALLIANCE THE CHAMPION OF INDEPENDENT DISTRIBUTORS
Registration Number:	2467287	GOURMET TABLE GT
Registration Number:	2612960	P
Registration Number:	2535467	POCAHONTAS
Registration Number:	1966065	POCAHONTAS
Registration Number:	1078504	POCAHONTAS AMERICA'S FIRST LADY OF FOOD SERVICE
Registration Number:	3436532	BUONAMICI
Registration Number:	3126606	COLONIAL TRADITION
Registration Number:	2670185	CORAL PRINCESS
Registration Number:	1481021	EVENTS UNLIMITED
Registration Number:	2467288	GOURMET TABLE
Registration Number:	3314792	HARVEST GOLD
Registration Number:	1922268	HARVEST GOLD
Registration Number:	1822175	HARVEST GOLD
Registration Number:	1170444	HARVEST GOLD
Registration Number:	2412712	HEALTHY USA
Registration Number:	1923887	HEALTHY USA
Registration Number:	1968714	HEALTHY USA
Registration Number:	1616888	HEALTHY USA
Registration Number:	1488692	MOUNT STIRLING
Registration Number:	3223655	MUA MULTI UNIT ALLIANCE
Registration Number:	3190262	MULTI UNIT ALLIANCE
Registration Number:	2503021	POCAHONTAS
Registration Number:	2495599	POCAHONTAS
Registration Number:	1987711	PREMIUM RECIPE
Registration Number:	2085247	PREMIUM RECIPE
Registration Number:	3345772	PRO-C
Registration Number:	2851560	PROGRESSIVE GROUP ALLIANCE
Registration Number:	3189147	WEST-OVER
Registration Number:	0336776	WEST-OVER
Registration Number:	3518665	REFYNE

CORRESPONDENCE DATA

Fax Number: (800)516-6304

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004603 FRAME: 0605

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
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Signature:	/Sakina Karkat/
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Date:	08/12/2011
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Total Attachments: 7

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

Trademark Security Agreement, dated as of August 9, 2011, by and between PROGRESSIVE GROUP ALLIANCE, 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.

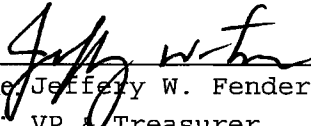
SECTION 7. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 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 officer as of the date first set forth above.

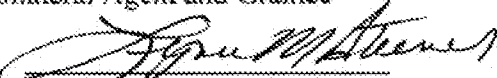
Very truly yours,

PROGRESSIVE GROUP ALLIANCE, 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: Progressive Group Alliance, LLC]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Trademark	Registration No.
PROGRESSIVE GROUP ALLIANCE, LLC	ALL KITCHENS (Stylized)	2,150,374
PROGRESSIVE GROUP ALLIANCE, LLC	ALL KITCHENS (Stylized)	2,150,340
PROGRESSIVE GROUP ALLIANCE, LLC	ALL KITCHENS (Stylized)	2,148,851
PROGRESSIVE GROUP ALLIANCE, LLC	ALL KITCHENS (Stylized)	2,148,850
PROGRESSIVE GROUP ALLIANCE, LLC	ALL KITCHENS SYSTEM HEALTH CARE HC (and Design)	1,786,553
PROGRESSIVE GROUP ALLIANCE, LLC	EMERALD CLUB (and Design)	2,099,464
PROGRESSIVE GROUP ALLIANCE, LLC	MAIN PLATE (Stylized)	2,150,335
PROGRESSIVE GROUP ALLIANCE, LLC	MISCELLANEOUS DESIGN	3,057,019
PROGRESSIVE GROUP ALLIANCE, LLC	MISCELLANEOUS DESIGN	2,963,502
PROGRESSIVE GROUP ALLIANCE, LLC	CRYSTAL REEF	3,225,894
PROGRESSIVE GROUP ALLIANCE, LLC	PLEE-ZING (Stylized)	275,382
PROGRESSIVE GROUP ALLIANCE, LLC	LIL BRAVE	935,842
PROGRESSIVE GROUP ALLIANCE, LLC	PLEE-ZING (State Trademark)	09549
PROGRESSIVE GROUP ALLIANCE, LLC	MUA	3,223,654
PROGRESSIVE GROUP ALLIANCE, LLC	BDA BAKERY DISTRIBUTORS OF AMERICA (and Design)	3,161,276
PROGRESSIVE GROUP ALLIANCE, LLC	PROGRESSIVE GROUP ALLIANCE THE CHAMPION OF INDEPENDENT DISTRIBUTORS (and Design)	2,971,759
PROGRESSIVE GROUP ALLIANCE, LLC	GOURMET TABLE GT (and Design)	2,467,287
PROGRESSIVE GROUP ALLIANCE, LLC	P (and Design)	2,612,960
PROGRESSIVE GROUP ALLIANCE, LLC	POCAHONTAS (and Design)	2,535,467
PROGRESSIVE GROUP ALLIANCE, LLC	POCAHONTAS (and Design)	1,966,065
PROGRESSIVE GROUP	POCAHONTAS AMERICA'S	1,078,504

Owner	Trademark	Registration No.
ALLIANCE, LLC	FIRST LADY OF FOOD SERVICE (and Design)	
PROGRESSIVE GROUP ALLIANCE, LLC	BUONAMICI	3,436,532
PROGRESSIVE GROUP ALLIANCE, LLC	COLONIAL TRADITION	3,126,606
PROGRESSIVE GROUP ALLIANCE, LLC	CORAL PRINCESS	2,670,185
PROGRESSIVE GROUP ALLIANCE, LLC	EVENTS UNLIMITED	1,481,021
PROGRESSIVE GROUP ALLIANCE, LLC	GOURMET TABLE	2,467,288
PROGRESSIVE GROUP ALLIANCE, LLC	HARVEST GOLD	3,314,792
PROGRESSIVE GROUP ALLIANCE, LLC	HARVEST GOLD	1,922,268
PROGRESSIVE GROUP ALLIANCE, LLC	HARVEST GOLD	1,822,175
PROGRESSIVE GROUP ALLIANCE, LLC	HARVEST GOLD	1,170,444
PROGRESSIVE GROUP ALLIANCE, LLC	HEALTHY USA	2,412,712
PROGRESSIVE GROUP ALLIANCE, LLC	HEALTHY USA	1,923,887
PROGRESSIVE GROUP ALLIANCE, LLC	HEALTHY USA	1,968,714
PROGRESSIVE GROUP ALLIANCE, LLC	HEALTHY USA	1,616,888
PROGRESSIVE GROUP ALLIANCE, LLC	MOUNT STIRLING	1,488,692
PROGRESSIVE GROUP ALLIANCE, LLC	MUA MULTI UNIT ALLIANCE (and Design)	3,223,655
PROGRESSIVE GROUP ALLIANCE, LLC	MULTI UNIT ALLIANCE	3,190,262
PROGRESSIVE GROUP ALLIANCE, LLC	POCAHONTAS	2,503,021
PROGRESSIVE GROUP ALLIANCE, LLC	POCAHONTAS	2,495,599
PROGRESSIVE GROUP ALLIANCE, LLC	PREMIUM RECIPE	1,987,711
PROGRESSIVE GROUP ALLIANCE, LLC	PREMIUM RECIPE	2,085,247
PROGRESSIVE GROUP ALLIANCE, LLC	PRO-C	3,345,772
PROGRESSIVE GROUP ALLIANCE, LLC	PROGRESSIVE GROUP ALLIANCE	2,851,560
PROGRESSIVE GROUP ALLIANCE, LLC	WEST-OVER	3,189,147

Owner	Trademark	Registration No.
PROGRESSIVE GROUP ALLIANCE, LLC	WEST-OVER	336,776
PROGRESSIVE GROUP ALLIANCE, LLC	REFYNE	3,518,665