

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERFORMANCE FOOD GROUP COMPANY, LLC		04/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERICAN CHARTERED BANK		
Street Address:	1199 East Higgins Road		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	BANKING: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3527203	BRAVEHEART	
Registration Number:	3524105	FEARLESS COMMITMENT TO QUALITY	
CORRESPONDENCE DATA			
Fax Number:	6123713907		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612 371 3970		
Email:	tmg@lindquist.com		
Correspondent Name:	LINDQUIST & VENNUM PLLP		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 2:	Connie Heikkila		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	510121.0007		
NAME OF SUBMITTER:	CONNIE HEIKKILA		

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Signature:	/connieheikkila/
Date:	04/19/2012
Total Attachments: 2 source=FOUR_20120419143512#page1.tif source=FOUR_20120419143512#page2.tif	

## RELEASE OF LIENS AND SECURITY INTERESTS

This Release of Liens and Security Interests ("Agreement") is entered into and dated effective as of April 16, 2012 by and among PERFORMANCE FOOD GROUP, INC, (successor in interest to Performance Food Group Company, LLC, "Owner"), and AMERICAN CHARTERED BANK ("Lender").

### INTRODUCTION

A. Owner is the owner of two U.S. trademark registrations for BRAVEHEART, U.S. Reg. No. 3,527,203, and FEARLESS COMMITMENT TO QUALITY, U.S. Registration No. 3,524,105 (collectively the "Trademarks"), which it acquired in an April 10, 2009, agreement with Braveheart Foods, LLC and Triad Food Services, LLC (collectively "Borrower").

B. Borrower and Lender are parties to a certain Commercial Security Agreement dated October 16, 2008 ("Security Agreement"), pursuant to which Borrower granted to Lender a security interest in and to all of the present and future right, title and interest in the Trademarks to secure the payment and performance of obligations.

C. Despite assigning the Trademarks to Owner, Borrower has not obtained the release of Lender's security interest in the Trademarks.

D. Owner wishes to obtain the release of the security interest in the Trademarks from Lender, and Owner and Lender now desires to release that certain security interest in the Trademarks in favor of Lender granted pursuant to the Security Agreement, in accordance with the terms and conditions set forth herein.

### AGREEMENT

For and in consideration of the premises and the sum of \$60,000.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release of Security Interest. Lender does hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Owner, its successors and assigns, all security interests, charges and encumbrances granted by Owner in favor of Lender pursuant to the Security Agreement in the Trademarks.

2. Further Cooperation. Lender shall, upon reasonable request of Owner, execute and deliver to Owner, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States or other countries related to intellectual property registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to release and relinquish all liens with respect to the Trademarks arising under the Security Agreement, in each case in form and substance satisfactory to Lender. Owner agrees to pay for the preparation, execution, delivery, filing and recording of this Agreement in the appropriate jurisdictions and of all such other terminations, releases, agreements, discharges, other instruments and collateral.

3. Entire Agreement. This Agreement executed by Lender and Owner constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.

4. Authority. Each party represents and warrants that it has the right and authority to execute this Agreement. Lender further represents and warrants that the security interests granted under or pursuant to the Security Agreement have not been assigned by Lender to any other party.

5. Breach of this Agreement. In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief provided by law, such costs and expenses as may be reasonably incurred by the prevailing party, including court costs, reasonable attorney's fees and all other reasonable costs and expenses.

6. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

7. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

8. Governing Law. THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THE SAME ARE GOVERNED BY APPLICABLE FEDERAL LAW.

LENDER:

AMERICAN CHARTERED BANK

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

Its: \_\_\_\_\_

OWNER:

PERFORMANCE FOOD GROUP, INC.

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

Its: \_\_\_\_\_