

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PERFORMANCE FOOD GROUP, INC.	FORMERLY Vistar Corporation	05/08/2012	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	WELLS FARGO BANAK, NATIONAL ASSOCIATION
Street Address:	625 MARQUETTE AVENUE
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	NATIONAL ASSOCIATION: CALIFORNIA

PROPERTY NUMBERS Total: 142

Property Type	Number	Word Mark
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:	2221896	RAFFINATO
Registration Number:	2795936	ROASTER'S EXCHANGE
Registration Number:	3133401	SILVER SOURCE
Registration Number:	3489177	SILVER SOURCE
Registration Number:	2623506	VILLAGE GARDEN

TRADEMARK

Registration Number:	3046522	WEST CREEK
Registration Number:	2974770	
Registration Number:	2949190	AFFLAB
Serial Number:	78920844	MAGELLAN
Registration Number:	2349534	FOODSTAR
Registration Number:	2813765	GOURMATES
Registration Number:	3223654	MUA
Registration Number:	3161276	BDA BAKERY DISTRIBUTORS OF AMERICA
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:	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:	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:	2150374	ALL KITCHENS
Registration Number:	2150340	ALL KITCHENS

	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:	0275382	PLEE-ZING
Registration Number:	0935842	LIL BRAVE
Registration Number:	3187151	ASSOLUTI
Registration Number:	3394002	CORAZO
Registration Number:	3205568	PIANCONE
Registration Number:	3178644	PIANCONE CREMA D'ORO
Registration Number:	3589261	FAVOLOSO
Registration Number:	3486352	ROMA
Registration Number:	3225894	CRYSTAL REEF
Registration Number:	1849491	ASSOLUTI!
Registration Number:	3038663	ASSOLUTI!
Registration Number:	1429468	ASTRO
Registration Number:	1533501	ASTRO
Registration Number:	1468563	ASTRO PIZZA
Registration Number:	2898207	BAYWOOD
Registration Number:	2898212	BAYWOOD
Registration Number:	3319354	BEYOND
Registration Number:	2973062	ENGLEWOOD FARMS
Registration Number:	2402610	JAVA PORT
Registration Number:	3041190	LISA
Registration Number:	2921708	MERCHANT SMART
Registration Number:	2925883	MERCHANT'S MART
Registration Number:	3006626	MIDNIGHT PURE
Registration Number:	3000623	NORTHLAND STAR
Registration Number:	1203751	PIANCONE
Registration Number:	1263124	ROMA
Registration Number:	1194795	ROMA
Registration Number:	1194794	ROMA
Registration Number:	2481136	ROMA

	1263123	ROMA
Registration Number:	1263122	ROMA
Registration Number:	1194796	ROMA
Registration Number:	1178076	ROMA
Registration Number:	2443653	ROMA
Registration Number:	1725523	ROMA
Registration Number:	3090617	RYE STREET DELI
Registration Number:	3002886	SALUTÉ
Registration Number:	2830172	SEAL
Registration Number:	2979423	ULTIMELT
Registration Number:	2359600	VEND PRODUCTS DISTRIBUTING
Registration Number:	3022014	VISTAR VISION
Registration Number:	3319344	BEYOND
Registration Number:	2978490	ENGLEWOOD FARMS
Registration Number:	2846798	NORTHLAND STAR
Registration Number:	2841304	V
Registration Number:	2841303	VISTAR/VSA
Registration Number:	2846180	VISTARLINK
Registration Number:	1970476	GRINDSTONE CAFE
Registration Number:	2230835	MIDNIGHT SPRINGS
Registration Number:	1791767	MILKING STOOL
Registration Number:	1627393	ULTIMO
Registration Number:	2604769	ULTIMO!
Registration Number:	2362205	ULTIMO!
Registration Number:	1206806	VSA
Registration Number:	1206807	VSA
Registration Number:	1206808	VSA
Registration Number:	3834859	
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

	3568837	RIDGECREST C·U·L·I·N·A·R·Y
Registration Number:	3555759	WEST CREEK ·F·R·E·S·H·
Registration Number:	3600452	E&S DIRECT
Registration Number:	3800481	FIRST MARK
Registration Number:	3967590	MAGELLAN
Registration Number:	3518665	REFYNE
Registration Number:	2840840	JAVA ROAST
Registration Number:	3834618	RYE STREET DELI
Registration Number:	3951516	SAVOR THE FLAVOR
Registration Number:	3927038	ULTIMO!
Registration Number:	3641143	FUNTASTIC
Registration Number:	3854709	R
Registration Number:	3791130	SILVER SOURCE
Registration Number:	3851280	ROVAS
Registration Number:	3848960	RYE STREET
Registration Number:	4016080	EL VALLE BLANCO
Registration Number:	4013182	RYE STREET KETTLE COOKED POTATO CHIPS
Registration Number:	4071951	STONEHOUSE
Registration Number:	4126545	DOMINION
Serial Number:	85337322	PFG ONESOURCE
Serial Number:	85328864	JAVA ROAST
Serial Number:	85328903	JAVA ROAST GOURMET COFFEE
Registration Number:	3800148	GROWTH OUR HOUSE

CORRESPONDENCE DATA

Fax Number: 2122944700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 294 6700
Email: trademarkny@winston.com
Correspondent Name: Stanimir N. Kostov
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	150024.7018
NAME OF SUBMITTER:	Stanimir N. Kostov

Signature:

/W&S/

Date:

05/14/2012

Total Attachments: 8

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AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Amended and Restated Grant of Security Interest in United States Trademarks, dated as of May 8, 2012 (this "Agreement"), by and between PERFORMANCE FOOD GROUP, INC. (f/k/a Vistar Corporation), a corporation formed under the laws of Colorado (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, National Association), in its capacity as Collateral Agent (the "Grantee").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of May 23, 2008, by and among Vistar Corporation, Vistar Management, Inc., Wachovia Bank, National Association and the other Lenders party thereto (as amended, restated, supplemented, or otherwise modified from time to time, including as amended and restated on May 8, 2012, the "Credit Agreement"), the Grantor and other subsidiaries thereto entered into a Security Agreement on May 23, 2008 (as amended and restated from time, including as amended and restated on May 8, 2012, the "Security Agreement") in favor of Wachovia Bank, National Association;

WHEREAS, pursuant to the Security Agreement, the Grantor and other subsidiaries party thereto entered into a Trademark Security Agreement on May 23, 2008 (the "Trademark Security Agreement"), whereby the Grantor pledged and granted to Wachovia Bank, National Association, 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 (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 29, 2008, at Reel 3786 and Frames 0203, 0115 and 0187; and on June 13, 2008, at Reel 3795 and Frames 0866 and 0937;

WHEREAS effective on March 28, 2009, All Kitchens, LLC merged with and into Progressive Group Alliance, LLC and Plee-Zing, Inc. merged with and into Progressive Group Alliance, LLC, with Progressive Group Alliance, LLC as the surviving entity in both mergers;

WHEREAS effective on November 10, 2010, Performance Food Group Company, LLC changed its name to PFG Holdings, LLC;

WHEREAS effective on January 27, 2012, Progressive Group Alliance, LLC merged with and into the Grantor and PFG Holdings, LLC merged with and into the Grantor, with the Grantor as the surviving entity in both mergers;

WHEREAS the Grantee succeeded by merger to Wachovia Bank, National Association;

WHEREAS the Grantor and the Grantee wish to amend and restate the Security Interest granted under the 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 Credit Agreement, 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. Amendment and Restatement of Grant of Security Interest in Trademark Collateral. The Grantor and the Grantee hereby amend and restate the Security Interest and the Grantor confirms the pledge and grant to the Grantee for the benefit of the Secured Parties of 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 and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The Security Interest amended and restated herein 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 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this 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 amendment and restatement of the 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.

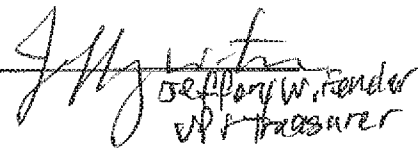
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[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,

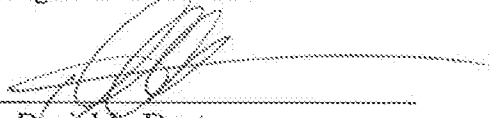
PERFORMANCE FOOD GROUP, INC.,
as Grantor

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

Accepted and Agreed:

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

By: _____


Name: Daniel L. Denton

Title: Vice President

*Performance Food Group, Inc.
Trademark Grant Signature Page*

TRADEMARK
REEL: 004779 FRAME: 0182

Schedule I

Trademark	App. No./ Reg. No.
BAY WINDS	2,848,883
EMPIRE'S TREASURE	2,597,708
BRILLIANCE PREMIUM SHORTENINGS AND OILS	2,552,334
EMPIRE'S TREASURE	2,863,174
EMPIRE'S-CHOICE	2,617,660
FIRST MARK	2,889,582
FULL MELT	2,867,294
GUEST HOUSE	2,846,077
HERITAGE OVENS	3,112,282
RAFFINATO	2,221,896
ROASTER'S EXCHANGE	2,795,936
SILVER SOURCE	3,133,401
SILVER SOURCE	3,489,177
VILLAGE GARDEN	2,623,506
WEST CREEK	3,046,522
DESIGN ONLY	2,974,770
AFFLAB	2,949,190
MAGELLAN	78/920,844
FOODSTAR	2,349,534
GOURMATES	2,813,765
MUA	3,223,654
BDA BAKERY DISTRIBUTORS OF AMERICA AND DESIGN	3,161,276
GOURMET TABLE GT AND DESIGN	2,467,287
P AND DESIGN	2,612,960
POCAHONTAS AND DESIGN	2,535,467
POCAHONTAS AND DESIGN	1,966,065
POCAHONTAS AMERICA'S FIRST LADY OF FOOD SERVICE AND DESIGN	1,078,504
BUONAMICI	3,436,532
COLONIAL TRADITION	3,126,606
CORAL PRINCESS	2,670,185
EVENTS UNLIMITED	1,481,021
GOURMET TABLE	2,467,288
HARVEST GOLD	3,314,792
HEALTHY USA	2,412,712
HEALTHY USA	1,923,887
HEALTHY USA	1,968,714
HEALTHY USA	1,616,888
MOUNT STIRLING	1,488,692
MUA MULTI UNIT ALLIANCE AND	3,223,655

Trademark	App. No./ Reg. No.
DESIGN	
MULTI UNIT ALLIANCE	3,190,262
POCAHONTAS	2,495,599
PREMIUM RECIPE	1,987,711
PREMIUM RECIPE	2,085,247
PRO-C	3,345,772
PROGRESSIVE GROUP ALLAINCE	2,851,560
WEST-OVER	3,189,147
WEST-OVER	336,776
ALL KITCHENS	2,150,374
ALL KITCHENS	2,150,340
ALL KITCHENS	2,148,851
ALL KITCHENS	2,148,850
ALL KITCHENS SYSTEM HEALTH CARE HC AND DESIGN	1,786,553
EMERALD CLUB AND DESIGN	2,099,464
MAIN PLATE	2,150,335
DESIGN ONLY	3,057,019
PLEE-ZING	275,382
LIL BRAVE	935,842
ASSOLUTI	3,187,151
CORAZO	3,394,002
PIANCONE	3,205,568
PIANCONE CREMA D'ORO	3,178,644
FAVOLOSO	3,589,261
ROMA	3,486,352
CRYSTAL REEF	3,225,894
ASSOLUTI!	1,849,491
ASSOLUTI! AND DESIGN	3,038,663
ASTRO	1,429,468
ASTRO	1,533,501
ASTRO PIZZA AND DESIGN	1,468,563
BAYWOOD	2,898,207
BAYWOOD AND DESIGN	2,898,212
BEYOND AND DESIGN	3,319,354
ENGLEWOOD FARMS AND DESIGN	2,973,062
JAVA PORT	2,402,610
LISA	3,041,190
MERCHANT SMART	2,921,708
MERCHANT'S MART AND DESIGN	2,925,883
MIDNIGHT PURE	3,006,626
NORTHLAND STAR AND DESIGN	3,000,623
PIANCONE	1,203,751
ROMA	1,263,124

Trademark	App. No./ Reg. No.
ROMA	1,194,795
ROMA AND DESIGN	1,194,794
ROMA AND DESIGN	2,481,136
ROMA AND DESIGN	1,263,123
ROMA AND DESIGN	1,263,122
ROMA AND DESIGN	1,194,796
ROMA AND DESIGN	1,178,076
ROMA AND DESIGN	2,443,653
ROMA AND DESIGN	1,725,523
RYE STREET DELI	3,090,617
SALUTE	3,002,886
SEAL	2,830,172
ULTIMELT	2,979,423
VEND PRODUCTS DISTRIBUTING	2,359,600
VISTAR VISION	3,022,014
BEYOND	3,319,344
ENGLEWOOD FARMS	2,978,490
NORTHLAND STAR	2,846,798
V AND DESIGN	2,841,304
VISTAR/VSA AND DESIGN	2,841,303
VISTARLINK	2,846,180
GRINDSTONE CAFÉ	1,970,476
MIDNIGHT SPRINGS	2,230,835
MILKING STOOL	1,791,767
ULTIMO	1,627,393
ULTIMO! AND DESIGN	2,604,769
ULTIMO! AND DESIGN	2,362,205
VSA	1,206,806
VSA	1,206,807
VSA	1,206,808
DESIGN ONLY	3,834,859
HAVE A TASTE	3,815,611
HAVE A TASTE...	3,823,015
PERFORMANCE FOODSERVICE	3,765,070
PERFORMANCE FOODSERVICE AND DESIGN	3,834,879
PERFORMANCE FOODSERVICE HAVE A TASTE... AND DESIGN	3,834,856
PERFORMANCE FOODSERVICE HAVE A TASTE... AND DESIGN	3,834,858
PFG CUSTOM·MEATS AND DESIGN	3,600,747
RIDGECREST C·U·L·I·N·A·R·Y AND DESIGN	3,568,837

Trademark	App. No./ Reg. No.
WEST CREEK · F · R · E · S · H AND DESIGN	3,555,759
E&S DIRECT	3,600,452
FIRST MARK	3,800,481
MAGELLAN	3,967,590
REFYNE	3,518,665
JAVA ROAST AND DESIGN	2,840,840
RYE STREET DELI	3,834,618
SAVOR THE FLAVOR	3,951,516
ULTIMO!	3,927,038
FUNTASTIC	3,641,143
R AND DESIGN	3,854,709
SILVER SOURCE	3,791,130
ROVAS	3,851,280
RYE STREET	3,848,960
EL VALLE BLANCO	4,016,080
RYE STREET KETTLE COOKED POTATO CHIPS AND DESIGN	4,013,182
STONEHOUSE	4,071,951
DOMINION	4,126,545
PFG ONESOURCE	85/337,322
JAVA ROAST	85/328,864
JAVA ROAST GOURMET COFFEE AND DESIGN	85/328,903
GROWTH OUR HOUSE	3,800,148