

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INSTITUTION FOOD HOUSE, INC.		12/19/2012	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	PERFORMANCE FOOD GROUP, INC.
<b>Street Address:</b>	12500 WEST CREEK PARKWAY
<b>City:</b>	RICHMOND
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23238
<b>Entity Type:</b>	CORPORATION: COLORADO

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3042213	IFH CHEFSMART
Registration Number:	3580145	IFH
Registration Number:	3580154	IFH
Registration Number:	3671787	OPERATOR SUCCESS PLAN
Registration Number:	2092512	IFH
Registration Number:	2092513	IFH

**CORRESPONDENCE DATA**

Fax Number: 6123713907  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 612 371 3970  
 Email: tmg@lindquist.com  
 Correspondent Name: LINDQUIST & VENNUM LLP  
 Address Line 1: 80 South Eighth Street, 4200 IDS Center  
 Address Line 2: Connie Heikkila

CH \$165.00 3042213

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 510121.0007

NAME OF SUBMITTER: CONNIE HEIKKILA

Signature: /connieheikkila/

Date: 12/20/2012

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

WHEREAS, Institution Food House, Inc., a North Carolina corporation ("Assignor"), is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Trademarks");

AND WHEREAS, the Assignor has agreed to assign and does hereby assign to Performance Food Group, Inc., a Colorado corporation ("Assignee"), all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademarks, with the right to sue and collect the same.

3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof. Assignee will pay Assignor's reasonable costs and expenses incurred thereby.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

ASSIGNOR:

Institution Food House, Inc.

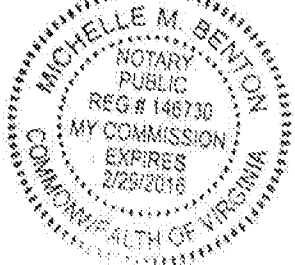
By: [Signature]

Its: Senior Vice President, General Counsel, Secretary

STATE OF VIRGINIA )  
 )SS:  
COUNTY OF Goochland

On this 19<sup>th</sup> day of December, 2012, personally appeared Michael L. Miller, to me known and known to be the VP General Counsel, Secretary of Institution Food House, Inc., a North Carolina corporation, and acknowledged that he executed the foregoing Assignment.

Michelle M. Benton  
Notary Public



ASSIGNEE:

Performance Food Group, Inc.

By: [Signature]

Its: Senior Vice President, General Counsel, Secretary

STATE OF VIRGINIA )  
 )SS:  
COUNTY OF Goochland

On this 19<sup>th</sup> day of December, 2012, personally appeared Michael L. Miller, to me known and known to be the VP General Counsel, Secretary of Performance Food Group, Inc., a Colorado corporation, and acknowledged that he executed the foregoing Assignment.

Michelle M. Benton  
Notary Public



**EXHIBIT A**

United States Trademark Registrations

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
IFH CHEFSMART	3,042,213	1/10/2006
IFH	3,580,145	2/24/2009
IFH and Design	3,580,154	2/24/2009
OPERATOR SUCCESS PLAN	3,671,787	8/25/2009
IFH	2,092,512	9/2/1997
IFH and Design	2,092,513	9/2/1997

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