

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
PERFORMANCE FOOD GROUP, INC.	FORMERLY VISTAR CORPORATION	01/25/2013	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 ABERNATHY ROAD, SUITE 1600
Internal Address:	C/O WELLS FARGO CAPITAL MAC G0189-160
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	NATIONAL ASSOCIATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85762375	EMPIRE SEAFOOD
Serial Number:	85762378	EMPIRE SEAFOOD
Serial Number:	85762289	DAYBREAK
Serial Number:	85762224	DAYBREAK
Serial Number:	85729366	GREENBASIS
Serial Number:	85729370	GREENER PRODUCTS FOR A GREENER EARTH
Serial Number:	85778015	MAGELLAN
Serial Number:	85778042	MAGELLAN
Serial Number:	85701968	PERFORMANCE CONNECT
Serial Number:	85594907	PERFORMANCE HEALTHSOURCE
Serial Number:	85606551	PERFORMANCEEXPRESS
Serial Number:	85626870	R RIDGECREST
Serial Number:	85626867	WEST CREEK

**TRADEMARK**

**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: 212 294-6894

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:	01/28/2013
Total Attachments: 5 source=PFG Trademark Security Agreement#page1.tif source=PFG Trademark Security Agreement#page2.tif source=PFG Trademark Security Agreement#page3.tif source=PFG Trademark Security Agreement#page4.tif source=PFG Trademark Security Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of January 25, 2013, 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, in its capacity as Collateral Agent (in such capacity, the "Grantee") pursuant to the Amended and Restated Credit Agreement dated as of May 8, 2012 (as amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement dated as of May 8, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, 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 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. 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.

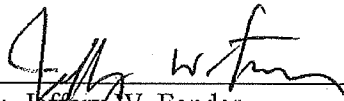
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by telecopier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

[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.

By:   
Name: Jeffrey W. Fender  
Title: Vice President and Treasurer

Accepted and Agreed:

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

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

Name: Don Denton  
Title: VP

Performance Food Group, Inc. – Supplemental Trademark Security Agreement

**TRADEMARK**  
**REEL: 004950 FRAME: 0231**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>Owner</b>	<b>Trademark</b>	<b>Registration No./Serial No.</b>
PERFORMANCE FOOD GROUP, INC.	EMPIRE SEAFOOD	85/762,375
PERFORMANCE FOOD GROUP, INC.	EMPIRE SEAFOOD & Design	85/762,378
PERFORMANCE FOOD GROUP, INC.	DAYBREAK	85/762,289
PERFORMANCE FOOD GROUP, INC.	DAYBREAK & Design	85/762,224
PERFORMANCE FOOD GROUP, INC.	GREENBASIS	85/729,366
PERFORMANCE FOOD GROUP, INC.	GREENER PRODUCTS FOR A GREENER EARTH	85729,370
PERFORMANCE FOOD GROUP, INC.	MAGELLAN	85/778,015
PERFORMANCE FOOD GROUP, INC.	MAGELLAN	85/778,042
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE CONNECT	85/701,968
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE HEALTHSOURCE	85/594,907
PERFORMANCE FOOD GROUP, INC.	PERFORMANCEEXPRESS	85/606,551
PERFORMANCE FOOD GROUP, INC.	RIDGECREST & Design	85/626,870
PERFORMANCE FOOD GROUP, INC.	WEST CREEK & Design	85/626,867

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