

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Afflink, LLC		05/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as Collateral Agent
Street Address:	Eleven Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2710611	AFFLAB AFFILIATED LABORATORIES
Registration Number:	2515332	AFFLINK
Registration Number:	3124153	AFFCLEAN
Registration Number:	2579853	AFFEX
Registration Number:	2664030	AFFEX
Registration Number:	3159514	AFFEX DELUXE
Registration Number:	2726980	AFFLAB
Registration Number:	2972283	AFFMAT
Registration Number:	3587697	AFFPACK
Registration Number:	3117704	AFFZORB
Registration Number:	2666320	ALL HANDS
Registration Number:	2659310	CLASSIC TOUCH
Registration Number:	2657393	EC-DOX
Registration Number:	3272738	GREEN ORIGIN

TRADEMARK

Registration Number:	3268899	HALO
Registration Number:	3344615	ISYS
Registration Number:	2934467	NVIROMASTER
Registration Number:	2808433	PROTO CARE
Registration Number:	2995612	SAFETYLINK
Registration Number:	2717954	SELECTHEALTH
Registration Number:	2671881	TOUGH MASTER
Registration Number:	2666324	TRAFI CARE
Registration Number:	3679013	KUSTOM KARE
Registration Number:	3975020	AFFLINE
Registration Number:	4136709	ELEV8
Registration Number:	4304947	ELEVATE YOUR EXPECTATIONS

CORRESPONDENCE DATA

Fax Number:

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

Phone: 212-701-3365
 Email: david.adams@thomsonreuters.com
 Correspondent Name: Elaine Carrera, Legal Assistant
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon Reindel LLP
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/David Adams TR/
Date:	05/15/2013

Total Attachments: 6

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

Trademark Security Agreement, dated as of May 14, 2013, by and between the entity listed on the signature page hereto (the "Grantor"), in favor of CREDIT SUISSE AG, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of May 14, 2013 (in such capacity, the "Grantee").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of May 14, 2013 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 the 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. The 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 here-to 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.

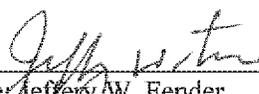
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 14, 2013 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wells Fargo Bank, National Association, as First Lien Agent, Credit Suisse AG, as Second Lien Agent, and Performance Food Group, Inc. 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, each 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,

AFFLINK, LLC

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

Accepted and Agreed:

CREDIT SUISSE AG,
as Collateral Agent and Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

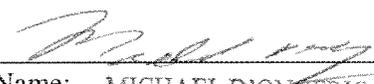
AFFLINK, LLC

By: _____
Name: Jeffery W. Fender
Title: Vice President and Treasurer

Accepted and Agreed:

CREDIT SUISSE AG,
as Collateral Agent and Grantee

By:  _____
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By:  _____
Name: MICHAEL D'ONOFRIO
Title: AUTHORIZED SIGNATORY

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

Owner	Trademark	Reg. No.	Serial No.
AFFLINK, LLC	AFFLAB AFFILIATED LABORATORIES (and Design)	2,710,611	76-254503
AFFLINK, LLC	AFFLINK (Stylized)	2,515,332	76-253123
AFFLINK, LLC	AFFCLEAN	3,124,153	76-637055
AFFLINK, LLC	AFFEX	2,579,853	76-040922
AFFLINK, LLC	AFFEX	2,664,030	76-081985
AFFLINK, LLC	AFFEX DELUXE	3,159,514	76-611994
AFFLINK, LLC	AFFLAB	2,726,980	76-439991
AFFLINK, LLC	AFFMAT	2,972,283	76-552830
AFFLINK, LLC	AFFPACK	3,587,697	77-080636
AFFLINK, LLC	AFFZORB	3,117,704	76-605456
AFFLINK, LLC	ALL HANDS	2,666,320	76-372849
AFFLINK, LLC	CLASSIC TOUCH	2,659,310	76-377688
AFFLINK, LLC	EC-DOX	2,657,393	76-347095
AFFLINK, LLC	GREEN ORIGIN	3,272,738	76-637056
AFFLINK, LLC	HALO	3,268,899	76-651746
AFFLINK, LLC	ISYS	3,344,615	76-518261
AFFLINK, LLC	NVIROMASTER	2,934,467	76-568803
AFFLINK, LLC	PROTO CARE	2,808,433	76-508485
AFFLINK, LLC	SAFETYLINK	2,995,612	76-552832
AFFLINK, LLC	SELECTHEALTH	2,717,954	76-288889
AFFLINK, LLC	TOUGH MASTER	2,671,881	76-373162
AFFLINK, LLC	TRAFI CARE	2,666,324	76-373161
AFFLINK, LLC	KUSTOM KARE	3,679,013	77-636735
AFFLINK, LLC	AFFLINE	3,975,020	77-658608
AFFLINK, LLC	ELEV8	4,136,709	85-250716
AFFLINK, LLC	ELEVATE YOUR EXPECTATIONS	4,304,947	85/682,554

UNITED STATES INTENT-TO-USE TRADEMARK APPLICATIONS

NONE.