

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Afflink, LLC		02/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
Performance Food Group, Inc.		02/01/2016	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 Abernathy Road, Suite 1600
Internal Address:	MAC G0189-160
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Serial Number:	86696840	E8
Serial Number:	86696727	ELEVATE
Registration Number:	4304947	ELEVATE YOUR EXPECTATIONS
Serial Number:	86751751	¡AL GUSTO!
Serial Number:	86599414	A PLEDGE OF SUPERIORITY
Serial Number:	86577627	ALLEGIANCE
Serial Number:	86599452	ALLEGIANCE PREMIUM PORK A PLEDGE OF SUPE
Serial Number:	86551853	ASCEND
Serial Number:	86594013	ASCEND
Serial Number:	77436960	BRAVEHEART
Serial Number:	86795014	CONTIGO
Serial Number:	86629322	COOKIELOSSUS GIANT PAN CHOCOLATE CHUNK C
Serial Number:	86603225	COOKOLOSSUS
Serial Number:	86593267	D DELECTABLES
Registration Number:	4511720	DAYBREAK
Registration Number:	4515590	DAYBREAK
Serial Number:	86592087	DELECTABLES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4860745	DOCK 19
Serial Number:	86636610	E SWEET ENCORE FINE DESSERTS
Registration Number:	4639786	E&S DIRECT
Registration Number:	4367462	EMPIRE SEAFOOD
Registration Number:	4367463	EMPIRE SEAFOOD
Registration Number:	3524105	FEARLESS COMMITMENT TO QUALITY
Registration Number:	4408606	FOODCENTRIC
Registration Number:	4408607	FOODCENTRIC BY FOODIES FOR FOODIES
Serial Number:	86629326	FORGET ME NOT THE COOKIE THAT GIVES
Serial Number:	86297429	GOOD TO GO
Registration Number:	4456242	GREENBASIS
Registration Number:	4456362	GREENBASIS GREENER PRODUCTS FOR A GREENE
Registration Number:	4459986	GREENER PRODUCTS FOR A GREENER EARTH
Registration Number:	4860746	HANDCRAFTED ALE DOCK 19 BEER BATTER
Registration Number:	2092512	IFH
Registration Number:	2092513	IFH
Registration Number:	3042213	IFH CHEFSMART
Registration Number:	0935842	LIL BRAVE
Registration Number:	4332098	MAGELLAN
Registration Number:	4456397	MAGELLAN
Serial Number:	86799109	NATURE'S BEST DAIRY
Serial Number:	86862945	NATURE'S BEST DAIRY
Registration Number:	3671787	OPERATOR SUCCESS PLAN
Serial Number:	85824286	PATHPROVEN
Serial Number:	85824425	PATHPROVEN FOOD TRACE TECHNOLOGY PROOF I
Registration Number:	4720836	PATHPROVEN FOOD TRACE TECHNOLOGY PROOF I
Serial Number:	86529150	PEAK FRESH PRODUCE
Serial Number:	86577621	PEAK FRESH PRODUCE
Serial Number:	86510050	PEAK PERFORMANCE
Serial Number:	86841197	PERFECTLY SOUTHERN
Registration Number:	4422642	PERFORMANCE HEALTHSOURCE
Registration Number:	4653307	PERFORMANCECONNECT
Registration Number:	4756260	R RIDGECREST
Serial Number:	86603221	SNACK JAR
Serial Number:	86603217	SNACK JAR
Serial Number:	86584327	SOLUTIONS THAT IGNITE SUCCESS
Serial Number:	86584221	SPARK
Serial Number:	86584353	SPARK

Property Type	Number	Word Mark
Serial Number:	86599586	SWEET ENCORE
Registration Number:	4471647	WEST CREEK
Registration Number:	4472408	WEST CREEK FRESH
Serial Number:	86887983	CONTIGO SABOR AUTÉNTICO

CORRESPONDENCE DATA

Fax Number: 6785532236

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

Phone: 678-553-2692

Email: haysj@gtlaw.com

Correspondent Name: Jennifer Hays

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 103274.021700

NAME OF SUBMITTER: Jennifer Hays

SIGNATURE: /jennifer hays/

DATE SIGNED: 02/16/2016

Total Attachments: 8

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

Grant of Security Interest in United States Trademarks (this "Agreement"), dated as of February 1, 2016 by and between (i) Afflink, LLC, a limited liability company formed under the laws of Delaware, and (ii) Performance Food Group, Inc., a corporation formed under the laws of Colorado (each, a "Grantor" and collectively, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Second Amended and Restated Credit Agreement dated as of February 1, 2016 (in such capacity, the "Grantee").

WITNESSETH:

WHEREAS, the Grantors are party to an Second Amended and Restated Security Agreement dated as of February 1, 2016 (the "Security Agreement") in favor of the Grantee pursuant to which the Grantors are required to execute and deliver this 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 Grantors hereby agree 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. Each 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 each Grantor's right, title and interest in, to and under all the Trademarks of such Grantors 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 Trademark 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 Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Each 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 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 Grantors 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 applicable Grantor, execute, acknowledge, and deliver to the applicable 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.

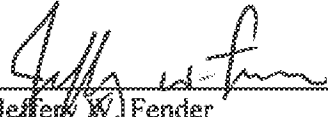
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

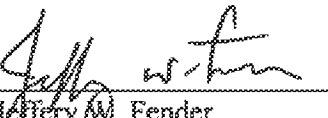
IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AFFLINK, LLC,
as Grantor

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


Performance Food Group, Inc.,
as Grantor

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

Trademark Grant Signature Page

Accepted and Agreed:

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

By:  _____

Name: Daniel L. Denton
Title: Vice President

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Trademark	Registration No. or Serial No.
Afflink, LLC	E8 and Design	86-696840
Afflink, LLC	ELEVATE	86-696727
Afflink, LLC	ELEVATE YOUR EXPECTATIONS	4,304,947
Performance Food Group, Inc.	AL GUSTO!	86-751751
Performance Food Group, Inc.	A PLEDGE OF SUPERIORITY	86-599414
Performance Food Group, Inc.	ALLEGIANCE	86-577627
Performance Food Group, Inc.	ALLEGIANCE PREMIUM PORK A PLEDGE OF SUPERIORITY and Design	86-599452
Performance Food Group, Inc.	ASCEND	86-551853
Performance Food Group, Inc.	ASCEND and Design	86-594013
Performance Food Group, Inc.	BRAVEHEART and Design	77-436960
Performance Food Group, Inc.	CONTIGO	86-795014
Performance Food Group, Inc.	COOKIELOSSUS GIANT PAN CHOCOLATE CHUNK COOKIE and Design	86-629322
Performance Food Group, Inc.	COOKOLOSSUS	86-603225
Performance Food Group, Inc.	D DELECTABLES and Design	86-593267
Performance Food Group, Inc.	DAYBREAK and Design	4,511,720
Performance Food Group, Inc.	DAYBREAK	4,515,590
Performance Food Group, Inc.	DELECTABLES	86-592087
Performance Food Group, Inc.	DOCK 19	4,860,745

Owner	Trademark	Registration No. or Serial No.
Performance Food Group, Inc.	E SWEET ENCORE FINE DESSERTS and Design	86-636610
Performance Food Group, Inc.	E&S DIRECT and Design	4,639,786
Performance Food Group, Inc.	EMPIRE SEAFOOD	4,367,462
Performance Food Group, Inc.	EMPIRE SEAFOOD and Design	4,367,463
Performance Food Group, Inc.	FEARLESS COMMITMENT TO QUALITY	3,524,105
Performance Food Group, Inc.	FOODCENTRIC	4,408,606
Performance Food Group, Inc.	FOODCENTRIC BY FOODIES FOR FOODIES (Stylized)	4,408,607
Performance Food Group, Inc.	FORGET ME NOT THE COOKIE THAT GIVES and Design	86-629326
Performance Food Group, Inc.	GOOD TO GO	86-297429
Performance Food Group, Inc.	GREENBASIS	4,456,242
Performance Food Group, Inc.	GREENBASIS GREENER PRODUCTS FOR A GREENER EARTH and Design	4,456,362
Performance Food Group, Inc.	GREENER PRODUCTS FOR A GREENER EARTH	4,459,986
Performance Food Group, Inc.	HANDCRAFTED ALE DOCK 19 BEER BATTER and Design	4,860,746
Performance Food Group, Inc.	IFH	2,092,512
Performance Food Group, Inc.	IFH and Design	2,092,513
Performance Food Group, Inc.	IFH CHEFSMART	3,042,213
Performance Food Group, Inc.	LIL BRAVE	935,842
Performance Food Group, Inc.	MAGELLAN	4,332,098
Performance Food Group, Inc.	MAGELLAN	4,456,397
Performance Food Group, Inc.	NATURE'S BEST DAIRY	86-799109

Owner	Trademark	Registration No. or Serial No.
Performance Food Group, Inc.	NATURE'S BEST DAIRY & Logo	86-862945
Performance Food Group, Inc.	OPERATOR SUCCESS PLAN and Design	3,671,787
Performance Food Group, Inc.	PATHPROVEN	85-824286
Performance Food Group, Inc.	PATHPROVEN	3,671,787
Performance Food Group, Inc.	PATHPROVEN FOOD TRACE TECHNOLOGY PROOF IS IN THE PATH and Design	85-824425
Performance Food Group, Inc.	PATHPROVEN FOOD TRACE TECHNOLOGY PROOF IS IN THE PATH and Design	4,720,836
Performance Food Group, Inc.	PEAK FRESH PRODUCE	86-529150
Performance Food Group, Inc.	PEAK FRESH PRODUCE and Design	86-577621
Performance Food Group, Inc.	PEAK PERFORMANCE	86-510050
Performance Food Group, Inc.	PERFECTLY SOUTHERN	86-841197
Performance Food Group, Inc.	PERFORMANCE HEALTHSOURCE and Design	4,422,642
Performance Food Group, Inc.	PERFORMANCECONNECT	4,653,307
Performance Food Group, Inc.	R RIDGECREST and Design	4,756,260
Performance Food Group, Inc.	SNACK JAR	86-603221
Performance Food Group, Inc.	SNACK JAR and Design	86-603217
Performance Food Group, Inc.	SOLUTIONS THAT IGNITE SUCCESS	86-584327
Performance Food Group, Inc.	SPARK	86-584221
Performance Food Group, Inc.	SPARK and Design	86-584353
Performance Food Group, Inc.	SWEET ENCORE	86-599586
Performance Food Group, Inc.	WEST CREEK and Design	4,471,647

Owner	Trademark	Registration No. or Serial No.
Performance Food Group, Inc.	WEST CREEK FRESH and Design	4,472,408
Performance Food Group, Inc.	CONTIGO SABOR AUTÉNTICO LOGO	86/887,983