

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM378431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Food Group, Inc.		03/28/2016	Corporation: COLORADO
Afflink, LLC		03/28/2016	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: 39			
Property Type	Number	Word Mark	
Registration Number:	4459986	GREENER PRODUCTS FOR A GREENER EARTH	
Registration Number:	4639786	E&S DIRECT	
Registration Number:	4720836	PATHPROVEN FOOD TRACE TECHNOLOGY PROOF I	
Registration Number:	4860745	DOCK 19	
Registration Number:	4860746	HANDCRAFTED ALE DOCK 19 BEER BATTER	
Serial Number:	86297429	GOOD TO GO	
Serial Number:	86510050	PEAK PERFORMANCE	
Serial Number:	86529150	PEAK FRESH PRODUCE	
Serial Number:	86551853	ASCEND	
Serial Number:	86577621	PEAK FRESH PRODUCE	
Serial Number:	86577627	ALLEGIANCE	
Serial Number:	86584221	SPARK	
Serial Number:	86584327	SOLUTIONS THAT IGNITE SUCCESS	
Serial Number:	86584353	SPARK	
Serial Number:	86592087	DELECTABLES	
Serial Number:	86593267	D DELECTABLES	
Serial Number:	86594013	ASCEND	
Serial Number:	86599414	A PLEDGE OF SUPERIORITY	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86599452	ALLEGIANCE PREMIUM PORK A PLEDGE OF SUPE
Serial Number:	86599586	SWEET ENCORE
Serial Number:	86603217	SNACK JAR
Serial Number:	86603221	SNACK JAR
Serial Number:	86603225	COOKOLOSSUS
Serial Number:	86629322	COOKIELOSSUS GIANT PAN CHOCOLATE CHUNK C
Serial Number:	86629326	FORGET ME NOT THE COOKIE THAT GIVES
Serial Number:	86636610	E SWEET ENCORE FINE DESSERTS
Serial Number:	86751751	¡AL GUSTO!
Serial Number:	86795014	CONTIGO
Serial Number:	86799109	NATURE'S BEST DAIRY
Serial Number:	86841197	PERFECTLY SOUTHERN
Serial Number:	86862945	NATURE'S BEST DAIRY
Serial Number:	86887983	CONTIGO SABOR AUTÉNTICO
Registration Number:	2974770	
Registration Number:	1589150	PREMIUM RECIPE
Registration Number:	4872629	BUONAMICI
Registration Number:	4717163	PATHPROVEN
Registration Number:	1922268	HARVEST GOLD
Serial Number:	86696727	ELEVATE
Serial Number:	86696840	E8

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/29/2016

Total Attachments: 8

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Performance Food Group, Inc.
2. Afflink, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. Corp-CO; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 28, 2016

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, as Collateral Agent

Street Address: Eleven Madison Avenue, 23rd Floor

City: New York

State: NY

Country: USA Zip: 10010

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

39

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

March 29, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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

Trademark Security Agreement, dated as of March 28, 2016 (this “Trademark Security Agreement”), by and between PERFORMANCE FOOD GROUP, INC., a corporation formed under the laws of Colorado, and AFFLINK, LLC, a limited liability company formed under the laws of Delaware (each, a “Grantor”, and collectively, the “Grantors”), 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 Grantors are 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 Grantors are 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 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 its right, title and interest in, to and under all the Trademarks of such 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. Grantors hereby acknowledge and affirm 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 Trademark Security 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 a Grantor, execute, acknowledge, and deliver to such 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.

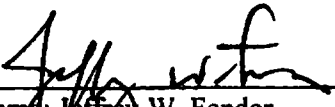
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of 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 Trademark Security 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,

PERFORMANCE FOOD GROUP, INC.


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

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: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By: 
Name: Max Wallins
Title: Authorized Signatory

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

1. Trademarks Owned by Performance Food Group, Inc.

Owner	Trademark	Registration No.	Application No.
Performance Food Group, Inc.	GREENER PRODUCTS FOR A GREENER EARTH	4,459,986	85729370
Performance Food Group, Inc.	E&S DIRECT and Design	4,639,786	86121312
Performance Food Group, Inc.	PATHPROVEN FOOD TRACE TECHNOLOGY PROOF IS IN THE PATH and Design	4,720,836	85983406
Performance Food Group, Inc.	DOCK 19	4,860,745	86390867
Performance Food Group, Inc.	HANDCRAFTED ALE DOCK 19 BEER BATTER and Design	4,860,746	86390870
Performance Food Group, Inc.	GOOD TO GO	N/A	86297429
Performance Food Group, Inc.	PEAK PERFORMANCE	N/A	86510050
Performance Food Group, Inc.	PEAK FRESH PRODUCE	N/A	86529150
Performance Food Group, Inc.	ASCEND	N/A	86551853
Performance Food Group, Inc.	PEAK FRESH PRODUCE and Design	N/A	86577621
Performance Food Group, Inc.	ALLEGIANCE	N/A	86577627
Performance Food Group, Inc.	SPARK	N/A	86584221
Performance Food Group, Inc.	SOLUTIONS THAT IGNITE SUCCESS	N/A	86584327

Owner	Trademark	Registration No.	Application No.
Inc.			
Performance Food Group, Inc.	SPARK and Design	N/A	86584353
Performance Food Group, Inc.	DELECTABLES	N/A	86592087
Performance Food Group, Inc.	D DELECTABLES and Design	N/A	86593267
Performance Food Group, Inc.	ASCEND and Design	N/A	86594013
Performance Food Group, Inc.	A PLEDGE OF SUPERIORITY	N/A	86599414
Performance Food Group, Inc.	ALLEGIANCE PREMIUM PORK A PLEDGE OF SUPERIORITY and Design	N/A	86599452
Performance Food Group, Inc.	SWEET ENCORE	N/A	86599586
Performance Food Group, Inc.	SNACK JAR and Design	N/A	86603217
Performance Food Group, Inc.	SNACK JAR	N/A	86603221
Performance Food Group, Inc.	COOKOLOSSUS	N/A	86603225
Performance Food Group, Inc.	COOKIELOSSUS GIANT PAN CHOCOLATE CHUNK COOKIE and Design	N/A	86629322
Performance Food Group, Inc.	FORGET ME NOT THE COOKIE THAT GIVES and Design	N/A	86629326
Performance Food Group, Inc.	E SWEET ENCORE FINE DESSERTS and Design	N/A	86636610
Performance Food Group, Inc.	¡AL GUSTO!	N/A	86751751
Performance Food Group, Inc.	CONTIGO	N/A	86795014

Owner	Trademark	Registration No.	Application No.
Performance Food Group, Inc.	NATURE'S BEST DAIRY	N/A	86799109
Performance Food Group, Inc.	PERFECTLY SOUTHERN	N/A	86841197
Performance Food Group, Inc.	NATURE'S BEST DAIRY & Logo	N/A	86862945
Performance Food Group, Inc.	CONTIGO SABOR AUTÉNTICO LOGO	N/A	86887983
Performance Food Group, Inc.	MISCELLANEOUS DESIGN	2,974,770	76573711
Performance Food Group, Inc.	PREMIUM RECIPE	1,589,150	73813624
Performance Food Group, Inc.	BUONAMICI	4,872,629	86078423
Performance Food Group, Inc.	PATHPROVEN	4,717,163	85983405
Performance Food Group, Inc.	HARVEST GOLD	1,922,268	74576096

2. Trademarks Owned by AFFLINK, LLC

Owner	Trademark	Registration No.	Application No.
AFFLINK, LLC	ELEVATE	N/A	86696727
AFFLINK, LLC	E8 and Design	N/A	86696840