

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380715

| | | | |
|---|---|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Performance Food Group, Inc. | | 04/14/2016 | 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: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2601872 | PERFORMANCE FOOD GROUP | |
| Registration Number: | 1922268 | HARVEST GOLD | |
| Registration Number: | 1589150 | PREMIUM RECIPE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6785532693 | | |
| <i>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.</i> | | | |
| 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: | 04/15/2016 | | |
| Total Attachments: 5 | | | |

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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 April 14, 2016, by and between PERFORMANCE FOOD GROUP, INC., a corporation formed under the laws of Colorado (the “Grantor”), 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 Grantor is 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 Grantor is 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 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 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 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 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.

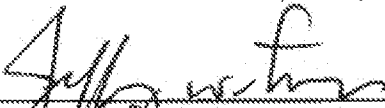
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

PERFORMANCE FOOD GROUP, INC.,

By: 
Name: Jeffrey W. Fender
Title: VP - TREASURER

Accepted and Agreed:

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

By: _____
Name:
Title:

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

Very truly yours,

PERFORMANCE FOOD GROUP, INC.,

By: _____
Name:
Title:

Accepted and Agreed:

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

By: _____
Name: Dan Denton
Title: VP

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

| Owner | Trademark | Registration No. or Serial No. |
|------------------------------|------------------------|---------------------------------------|
| Performance Food Group, Inc. | PERFORMANCE FOOD GROUP | 2,601,872 |
| Performance Food Group, Inc. | HARVEST GOLD | 1,922,268 |
| Performance Food Group, Inc. | PREMIUM RECIPE | 1,589,150 |