

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384730

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release (Reel:5760 / Frame: 0305)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as Collateral Agent		05/17/2016	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Performance Food Group, Inc., as Grantor
Street Address:	12500 West Creek Parkway
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23238
Entity Type:	Corporation: COLORADO
Name:	Afflink, LLC, a Delaware limited liability company, as Grantor
Street Address:	1400 AFFLINK Place
City:	Tuscaloosa
State/Country:	ALABAMA
Postal Code:	35406
Entity Type:	Limited Liability Company: DELAWARE

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

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86584353	SPARK
Serial Number:	86592087	DELECTABLES
Serial Number:	86593267	D DELECTABLES
Serial Number:	86594013	ASCEND
Serial Number:	86599414	A PLEDGE OF SUPERIORITY
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
Registration Number:	4908148	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: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

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

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/18/2016

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 17, 2016 (the “Effective Date”), is made by CREDIT SUISSE AG, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of May 14, 2013, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of March 28, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;


WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 29, 2016 at Reel/Frame 5760/0305;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest arising under the Security Agreement and the Trademark Security Agreement in and to each Grantor’s Trademarks, including the trademark registrations and applications set forth in Schedule A attached hereto. If and to the extent that the Agent has acquired any right, title or interest in and to Grantor’s Trademarks under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.


IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, acting in its capacity as
Collateral Agent for the Lenders**

By:  _____

Name: JUDITH SMITH
AUTHORIZED SIGNATORY

Title:

By:  _____

Name: Max Wallins
Authorized Signatory

Title:

GRANTORS:

Performance Food Group, Inc.
Afflink, LLC

Schedule A

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
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

Owner	Trademark	Registration No.	Application No.
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
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	4908148	86696840