

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394174

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JENNY SERVICE CO.		08/05/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PERFORMANCE FOOD GROUP, INC.		
<b>Street Address:</b>	12500 West Creek Parkway		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20238		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4780454	HARD TIMES	
<b>Registration Number:</b>	4275216	JSC	
<b>Registration Number:</b>	4275215	JSC	
<b>Registration Number:</b>	4068227	JSC SURFSIDE SEAFOOD	
<b>Registration Number:</b>	3600492	HARD TIME BETWEEN A ROCK AND A HARD PLAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123713207		
<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>			
<b>Phone:</b>	612-371-3501		
<b>Email:</b>	tmg@lindquist.com		
<b>Correspondent Name:</b>	Marilyn J. Hargens		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	Suite 4200 IDS Center		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Marilyn J. Hargens		
<b>SIGNATURE:</b>	/Marilyn Hargens/		
<b>DATE SIGNED:</b>	08/08/2016		
<b>Total Attachments: 4</b>			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 5, 2016, by Jenny Service Co., a Nevada corporation ("Assignor"), in favor of Performance Food Group, Inc., a Colorado corporation ("Assignee").

BACKGROUND

Assignor is the owner of those certain trademarks and trademark registrations listed on Exhibit A attached hereto (the "Marks"). Assignor has agreed to sell, assign, transfer, deliver and convey to Assignee all of Assignor's legal and beneficial right, title, interest and licenses in and to the Marks. Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor sells, assigns, transfers, delivers and conveys to Assignee all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and including all of Assignor's common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

2. At Assignee's sole cost and expense, Assignor will reasonably assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to prosecution of the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.

3. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will upon Assignee's reasonable request, without further or additional consideration but at Assignee's sole cost and expense, execute such additional writings and do such additional acts, including the giving of testimony, as reasonably necessary to enforce the Marks.

4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks, as applicable. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.

5. This Assignment and all the terms hereof will inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

6. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, dated June 30, 2016 (the "Purchase Agreement"), to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

**ASSIGNOR:**

JENNY SERVICE CO.

A handwritten signature in black ink, appearing to read 'FRANK ROWAN', is written over a horizontal line. The signature is stylized and cursive.

Frank Rowan, President

[Signature page to Trademark Assignment]

**EXHIBIT A TO TRADEMARK ASSIGNMENT**

Trademark	Registration Date	Registration No.
Hard Times	July 28, 2015	4,780,454
JSC	January 15, 2013	4,275,216
JSC	January 15, 2013	4,275,215
JSC Surfside Seafood	December 6, 2011	4,068,227
Hard Time Between a Rock and a Hard Place	March 31, 2009	3,600,492

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