OP \$90.00 5327324

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM475855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ohio Pizza Products, Inc.		03/15/2018	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Performance Food Group, Inc.	
Street Address:	12500 West Creek Parkway	
City:	Richmond	
State/Country:	VIRGINIA	
Postal Code:	23238	
Entity Type:	Corporation: COLORADO	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5327324	AMERICA'S FAVORITE FOODS PRESTO
Registration Number:	3348464	PRIMA GUIDA
Registration Number:	3748807	VORINO

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.

Phone: 8045100638

Email: chris@threshold.cc

Correspondent Name: Christopher E. Gatewood

Address Line 1: 1905 Huguenot Road, Suite 200
Address Line 4: Richmond, VIRGINIA 23235

NAME OF SUBMITTER:	Christopher E. Gatewood
SIGNATURE:	/Christopher E. Gatewood/
DATE SIGNED:	05/30/2018

Total Attachments: 2

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TRADEMARK REEL: 006337 FRAME: 0772

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is effective as of March 15, 2018, or at such other previous date as may be necessary to affect its purposes, by and between Ohio Pizza Products, Inc., an Ohio corporation (the "Assignor"), and Performance Food Group, Inc., a Colorado corporation (the "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the trademarks listed below (collectively, the "Marks"); and

WHEREAS, Assignor now desires to assign, and Assignee wishes to take assignment of, and assume, all of Assignor's right, title, and interest in and to the listed trademarks, including any obligations of Assignor thereunder.

NOW, THEREFORE, for the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment of Trademarks. The Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee, and its successors and assigns, all right, title and interest of the Assignor in and to the following Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past and present infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks. Assignor does further consent to the recordation of this assignment by Assignee as Assignee reasonably determines.

Reg. No. 5327324, AMERICA'S FAVORITE FOODS PRESTO

Reg. No. 3348464, PRIMA GUIDA

Reg. No. 3748807, VORINO

- 2. <u>Binding on Successors: No Third Party Beneficiaries.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. This Agreement is not intended to confer any rights or remedies upon any person other than the parties hereto.
- 3. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "pdf" e-mail transmission shall be as effective as delivery of a manually executed copy of this Agreement by such undersigned.
- 4. Governing Law. This agreement shall be construed and enforced in accordance with (a) the internal laws of the Commonwealth of Virginia without giving effect to rules governing the conflict of laws.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement, which shall be effective as of the day and year first above written.

TRADEMARK REEL: 006337 FRAME: 0773 Assignor: Ohio Pizza Products, Inc.

By:

Dewey Wpeda Executive Vice President Assignee: Performance Food Group, Inc.

Robert Barrett

Associate General Counsel

TRADEMARK REEL: 006337 FRAME: 0774

RECORDED: 05/30/2018