

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524102

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AFFLINK, LLC		05/17/2019	Limited Liability Company: DELAWARE
PERFORMANCE FOOD GROUP, INC.		05/17/2019	Corporation: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
<b>Street Address:</b>	1100 Abernathy Road
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	5224764	AFFEX PREMIUM
Registration Number:	5224765	AFFEX PREMIUM
Registration Number:	5127711	SHOPFRONT
Registration Number:	5127716	SHOPFRONT
Registration Number:	5643174	AFFLINK
Registration Number:	5643525	PERFORMANCE HEALTHSOURCE
Registration Number:	4068227	JSC SURFSIDE SEAFOOD
Registration Number:	5371400	WORLD DOCK SEAFOOD
Registration Number:	5248615	CRYSTAL REEF GLOBAL QUALITY SEAFOOD
Registration Number:	5327324	AMERICA'S FAVORITE FOODS PRESTO
Registration Number:	5184606	FORMAGGIO PRIMO SALUTÉ! YOUR PERFECT CHO
Registration Number:	5201138	GUEST HOUSE PERFECTLY SOUTHERN
Registration Number:	5285063	BRILLIANCE
Registration Number:	5174585	BRILLIANCE PREMIUM SHORTENINGS & OILS
Registration Number:	5194234	FIRST MARK
Registration Number:	5194207	PREMIUM BLENDED COFFEE QUALITY & FRESHNE

CH \$1390.00 5224764

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	5207403	HOMEBAKED QUALITY HERITAGE OVENS
<b>Registration Number:</b>	3600492	HARD TIME BETWEEN A ROCK AND A HARD PLAC
<b>Registration Number:</b>	5194242	PIANCONE
<b>Registration Number:</b>	5555738	BRAVEHEART
<b>Registration Number:</b>	5337903	LUIGI
<b>Registration Number:</b>	5337904	LUIGI
<b>Registration Number:</b>	5031986	BAY WINDS
<b>Registration Number:</b>	4780454	HARD TIMES
<b>Registration Number:</b>	5381633	SURETY BEEF
<b>Registration Number:</b>	5162572	WORLD DOCK
<b>Registration Number:</b>	5018071	CORAZO QUESO AUTÉNTICO
<b>Registration Number:</b>	5230445	EL VALLE BLANCO
<b>Registration Number:</b>	5018070	EMPIRE'S TREASURE
<b>Registration Number:</b>	5673863	FORMAGGIO PRIMO SALUTÉ!
<b>Registration Number:</b>	5072399	MARCA FAVOLOSO BRAND
<b>Registration Number:</b>	5149333	DOMINION AMERICAN ANGUS BEEF
<b>Registration Number:</b>	5454887	FARMSMART BEEF POULTRY PORK
<b>Registration Number:</b>	5077073	RAFFINATO AN ITALIAN CLASSIC
<b>Registration Number:</b>	5381675	43 SURETY BEEF BE SURE. BE SURETY.
<b>Registration Number:</b>	5297303	ENTICE
<b>Registration Number:</b>	5542783	ASIAN PRIDE
<b>Registration Number:</b>	5569182	PRIMA GUIDA
<b>Registration Number:</b>	5418991	ENTICE THAT'S NICE!
<b>Registration Number:</b>	5552572	ASIAN PRIDE AUTHENTIC CUISINE SPANNING S
<b>Registration Number:</b>	5194239	PIANCONE
<b>Registration Number:</b>	5187989	BURST
<b>Registration Number:</b>	5307841	COOKIELOSSUS
<b>Registration Number:</b>	5643503	FORGET ME NOT
<b>Registration Number:</b>	5072446	VILLAGE GARDEN SALAD DRESSINGS
<b>Registration Number:</b>	5577572	DEEP SOUTH
<b>Registration Number:</b>	5659068	DEEP SOUTH CRISPY FRIED CHICKEN
<b>Registration Number:</b>	5224378	ASCEND
<b>Registration Number:</b>	5219668	ASCEND
<b>Registration Number:</b>	4275215	JSC
<b>Registration Number:</b>	4275216	JSC
<b>Registration Number:</b>	3748807	VORINO
<b>Serial Number:</b>	86903683	THE CATCH
<b>Serial Number:</b>	87945869	PRESTO

Property Type	Number	Word Mark
Serial Number:	88130318	REFYNE

**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: 6785537308  
 Email: bartlett@gtlaw.com  
 Correspondent Name: Greenberg Traurig, LLP  
 Address Line 1: 3333 Piedmont Road NE  
 Address Line 2: Suite 2500  
 Address Line 4: Atlanta, GEORGIA 30305

<b>NAME OF SUBMITTER:</b>	Victoria Bartlett
<b>SIGNATURE:</b>	/s/ Victoria Bartlett
<b>DATE SIGNED:</b>	05/17/2019

**Total Attachments: 7**

source=PFG 2019 TRADEMARK SECURITY AGREEMENT (Executed 2019.05.17)#page1.tif  
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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 May 17, 2019, by and between (i) Afflink, LLC, a limited liability company formed under the laws of Delaware, and (ii) Performance Food Group, Inc., a corporation formed under the laws of Colorado (each, a “Grantor” and collectively, the “Grantors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Third Amended and Restated Credit Agreement dated as of the date hereof (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantors are party to the Third Amended and Restated Security Agreement dated as of the date hereof (the “Security Agreement”), in favor of the Grantee pursuant to which the Grantors are 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 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 each Grantor’s right, title and interest in, to and under all the Trademarks of such Grantors 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 Trademark 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. Each 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 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 the applicable Grantor, execute, acknowledge, and deliver to the applicable 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.

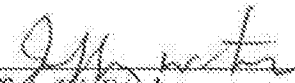
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Continued on following page.]

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

Very truly yours,

AFFLINK, LLC,  
as Grantor

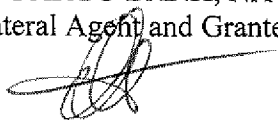
By:   
Name: Jeffrey W. Fender  
Title: Vice President and Treasurer

Performance Food Group, Inc.,  
as Grantor

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

Accepted and Agreed:

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



By: \_\_\_\_\_

Name: Daniel L. Denton

Title: Vice President

[PFG—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL · 006648 FRAME: 0319**

**SCHEDULE I**  
**to**  
**GRANT OF SECURITY INTEREST**  
**IN UNITED STATES TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Registration No. or Serial No.</b>
Afflink, LLC	AFFEX PREMIUM	5,224,764
Afflink, LLC	AFFEX PREMIUM and Design	5,224,765
Afflink, LLC	SHOPFRONT and Design	5,127,711
Afflink, LLC	SHOPFRONT	5,127,716
Afflink, LLC	AFFLINK	5,643,174
Performance Food Group, Inc.	PERFORMANCE HEALTHSOURCE	5,643,525
Performance Food Group, Inc.	JSC SURFSIDE SEAFOOD	4,068,227
Performance Food Group, Inc.	WORLD DOCK SEAFOOD and Design	5,371,400
Performance Food Group, Inc.	CRYSTAL REEF GLOBAL QUALITY SEAFOOD and Design	5,248,615
Performance Food Group, Inc.	AMERICA'S FAVORITE FOODS PRESTO and Design	5,327,324
Performance Food Group, Inc.	FORMAGGIO PRIMO SALUTE! YOUR PERFECT CHOICE FOR CHEESE and Design	5,184,606
Performance Food Group, Inc.	GUEST HOUSE PERFECTLY SOUTHERN and Design	5,201,138
Performance Food Group, Inc.	BRILLIANCE	5,285,063
Performance Food Group, Inc.	BRILLIANCE PREMIUM SHORTENINGS & OILS and Design	5,174,585
Performance Food Group, Inc.	FIRST MARK and Design	5,194,234
Performance Food Group, Inc.	PREMIUM BLENDED COFFEE QUALITY & FRESHNESS AIR ROASTED R. E. ROASTERS EXCHANGE and Design	5,194,207
Performance Food Group, Inc.	HOMEBAKED QUALITY HERITAGE OVENS and Design	5,207,403
Performance Food Group, Inc.	HARD TIME BETWEEN A ROCK AND A HARD PLACE and Design	3,600,492
Performance Food Group, Inc.	PIANCONE and Design	5,194,242



<b>Owner</b>	<b>Trademark</b>	<b>Registration No. or Serial No.</b>
Performance Food Group, Inc.	BRAVEHEART	5,555,738
Performance Food Group, Inc.	LUIGI and Design	5,337,903
Performance Food Group, Inc.	LUIGI	5,337,904
Performance Food Group, Inc.	REFYNE	88/130,318
Performance Food Group, Inc.	BAY WINDS and Design	5,031,986
Performance Food Group, Inc.	HARD TIMES	4,780,454
Performance Food Group, Inc.	SURETY BEEF	5,381,633
Performance Food Group, Inc.	WORLD DOCK	5,162,572
Performance Food Group, Inc.	CORAZO QUESO AUTENTICO and Design	5,018,071
Performance Food Group, Inc.	EL VALLE BLANCO and Design	5,230,445
Performance Food Group, Inc.	EMPIRE'S TREASURE and Design	5,018,070
Performance Food Group, Inc.	FORMAGGIO PRIMO SALUTE!	5,673,863
Performance Food Group, Inc.	MARCA FAVOLOSO BRAND and Design	5,072,399
Performance Food Group, Inc.	DOMINION AMERICAN ANGUS BEEF and Design	5,149,333
Performance Food Group, Inc.	FARMSMART BEEF POULTRY PORK and Design	5,454,887
Performance Food Group, Inc.	RAFFINATO AN ITALIAN CLASSIC and Design	5,077,073
Performance Food Group, Inc.	43 SURETY BEEF BE SURE. BE SURETY. and Design	5,381,675
Performance Food Group, Inc.	ENTICE	5,297,303
Performance Food Group, Inc.	ASIAN PRIDE	5,542,783
Performance Food Group, Inc.	PRIMA GUIDA	5,569,182
Performance Food Group, Inc.	ENTICE THAT'S NICE! and Design	5,418,991
Performance Food Group, Inc.	ASIAN PRIDE AUTHENTIC CUISINE SPANNING SOUTH ASIA TO THE FAR EAST and	5,552,572

<b>Owner</b>	<b>Trademark</b>	<b>Registration No. or Serial No.</b>
	Design	
Performance Food Group, Inc.	PIANCONE and Design	5,194,239
Performance Food Group, Inc.	BURST and Design	5,187,989
Performance Food Group, Inc.	COOKIELOSSUS	5,307,841
Performance Food Group, Inc.	FORGET ME NOT	5,643,503
Performance Food Group, Inc.	VILLAGE GARDEN SALAD DRESSINGS and Design	5,072,446
Performance Food Group, Inc.	DEEP SOUTH	5,577,572
Performance Food Group, Inc.	DEEP SOUTH CRISPY FRIED CHICKEN and Design	5,659,068
Performance Food Group, Inc.	ASCEND	5,224,378
Performance Food Group, Inc.	ASCEND and Design	5,219,668
Performance Food Group, Inc.	JSC	4,275,215
Performance Food Group, Inc.	JSC	4,275,216
Performance Food Group, Inc.	VORINO	3,748,807
Performance Food Group, Inc.	THE CATCH	86/903,683
Performance Food Group, Inc.	PRESTO	87/945,869