

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555175

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PERFORMANCE FOOD GROUP, INC.		12/30/2019	Corporation:
REINHART FOODSERVICE, L.L.C.		12/30/2019	Limited Liability Company:
REINHART FOODSERVICE LOUISIANA, L.L.C.		12/30/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	5802510	GROWERS CHOICE FRESH PRODUCE
Registration Number:	5893114	GROWERS CHOICE FRESH PRODUCE
Registration Number:	5212081	SILVER SOURCE
Registration Number:	5184519	ASSOLUTI!
Registration Number:	5068570	MAGELLAN
Registration Number:	5049542	STONEHOUSE
Registration Number:	5371531	FARM SMART
Registration Number:	5049543	MILKING STOOL
Registration Number:	5643521	RIDGECREST
Registration Number:	5655823	JAVA ROAST
Registration Number:	5018069	GUEST HOUSE
Registration Number:	5654238	PFG
Registration Number:	5541260	CULINARY SECRETS
Registration Number:	5186929	CULINARY SECRETS
Registration Number:	5418544	CULINARY SECRETS

CH \$1615.00 5802510

Property Type	Number	Word Mark
Registration Number:	2783300	CULINARY SECRETS
Registration Number:	2610531	EAGLE RIDGE
Registration Number:	4262269	GET IT RIGHT FROM US
Registration Number:	4772213	GOOD ROOTS
Registration Number:	2636736	HIDDEN BAY
Registration Number:	3664444	NAUTIFISH
Registration Number:	2108531	REINHART FOODSERVICE
Registration Number:	3475694	REINHART FOODSERVICE
Registration Number:	2128234	REINHART FOODSERVICE
Registration Number:	2696054	RFS
Registration Number:	2603853	SAN PABLO
Registration Number:	1727902	SAN PABLO
Registration Number:	4446465	SAN PABLO
Registration Number:	3644969	SAN PABLO
Registration Number:	2799311	SAN PABLO
Registration Number:	3714447	SILVERBROOK
Registration Number:	2090905	TRACS
Registration Number:	4475965	REINHART FOODSERVICE
Registration Number:	2707813	TRACSCAN
Registration Number:	2705279	TRAYCARD ADVANTAGE
Registration Number:	2106601	HEALTHY HORIZONS
Registration Number:	3846149	BULL PEN
Registration Number:	2915003	FLYING DRAGON
Registration Number:	3764560	BEST CARE ANYWHERE
Registration Number:	1543095	AGAR
Registration Number:	3838653	MENUMATRIX
Registration Number:	3800484	MENUMATRIX
Registration Number:	2299605	ELEGANT
Registration Number:	2297688	
Registration Number:	860641	RED BALL BRAND
Registration Number:	2328292	CONCO
Serial Number:	88637617	DELANCEY ST. DELI
Serial Number:	88698124	DELANCEY STREET DELI
Serial Number:	88574708	DELI DAY
Serial Number:	88677364	DELANCEY ST. DELI
Serial Number:	87073521	BURST
Serial Number:	88637635	DELANCEY ST. DELI
Serial Number:	88698101	DELANCEY STREET DELI

Property Type	Number	Word Mark
Serial Number:	88585476	PIZZAH!
Serial Number:	88585430	ON DECK PIZZA
Serial Number:	88401982	NORTHLAND
Serial Number:	88585603	PIZZAH!
Serial Number:	88585445	ON DECK PIZZA
Serial Number:	88352651	NORTHLAND
Serial Number:	88352681	YOUR CUSTOM CHEESE SOURCE
Serial Number:	88401816	NORTHLAND YOUR CUSTOM CHEESE SOURCE
Serial Number:	88615697	CONTIGO
Serial Number:	88615728	CONTIGO SABOR AUTENTICO
Serial Number:	86442696	GOOD ROOTS

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

NAME OF SUBMITTER:	Victoria Bartlett
SIGNATURE:	/s/ Victoria Bartlett
DATE SIGNED:	12/30/2019

Total Attachments: 7

source=PFG FOURTH TRADEMARK SECURITY AGREEMENT (Executed 2019.12.30)#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 December 30, 2019, by and among (i) PERFORMANCE FOOD GROUP, INC., a corporation formed under the laws of Colorado, (ii) REINHART FOODSERVICE, L.L.C., a limited liability company formed under the laws of Delaware, and (iii) REINHART FOODSERVICE LOUISIANA, L.L.C., a limited liability company formed under the laws of Louisiana (each, a “Grantor” and collectively, the “Grantors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Fourth Amended and Restated Credit Agreement dated as of December 30, 2019 (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantors are party to the Fourth Amended and Restated Security Agreement dated as of December 30, 2019 (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 such Grantor’s right, title and interest in, to and under all the Trademarks of such 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. 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.

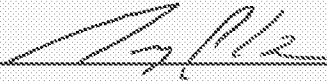
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[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,

PERFORMANCE FOOD GROUP, INC.

By:  _____

Name: George Hearn
Title: Vice President and Treasurer

REINHART FOODSERVICE, L.L.C.

By:  _____

Name: George Hearn
Title: Vice President and Treasurer

REINHART FOODSERVICE LOUISIANA,
L.L.C.

By:  _____

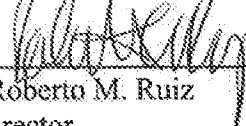
Name: George Hearn
Title: Vice President and Treasurer

[PFG—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006827 FRAME: 0437

Accepted and Agreed:

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



By:  _____
Name: Roberto M. Ruiz
Title: Director

[PFG---TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006827 FRAME: 0438**

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Country	Trademark	Serial No.	Registration No.
Performance Food Group, Inc.	United States of America	GROWERS CHOICE FRESH PRODUCE	88214086	5802510
Performance Food Group, Inc.	United States of America	GROWERS CHOICE FRESH PRODUCE	88264158	5893114
Performance Food Group, Inc.	United States of America	SILVER SOURCE	87039988	5212081
Performance Food Group, Inc.	United States of America	ASSOLUTI!	86917725	5184519
Performance Food Group, Inc.	United States of America	MAGELLAN	86951723	5068570
Performance Food Group, Inc.	United States of America	STONEHOUSE	86915027	5049542
Performance Food Group, Inc.	United States of America	FARM SMART	87308090	5371531
Performance Food Group, Inc.	United States of America	MILKING STOOL	86915030	5049543
Performance Food Group, Inc.	United States of America	DELANCEY ST. DELI	88637617	N/A
Performance Food Group, Inc.	United States of America	DELANCEY STREET DELI	88698124	N/A
Performance Food Group, Inc.	United States of America	RIDGECREST	87945263	5643521
Performance Food Group, Inc.	United States of America	DELI DAY	88574708	N/A
Performance Food Group, Inc.	United States of America	DELANCEY ST. DELI	88677364	N/A
Performance Food Group, Inc.	United States of America	BURST	87073521	N/A
Performance Food Group, Inc.	United States of America	JAVA ROAST	88016828	5655823
Performance Food Group, Inc.	United States of America	GUEST HOUSE	86914366	5018069
Performance Food Group, Inc.	United States of America	DELANCEY ST. DELI	88637635	N/A
Performance Food Group, Inc.	United States of America	DELANCEY STREET DELI	88698101	N/A
Performance Food Group, Inc.	United States of America	PIZZAH!	88585476	N/A
Performance Food Group, Inc.	United States of America	ON DECK PIZZA	88585430	N/A
Performance Food Group, Inc.	United States of America	NORTHLAND	88401982	N/A
Performance Food Group, Inc.	United States of America	PIZZAH!	88585603	N/A
Performance Food Group, Inc.	United States of America	ON DECK PIZZA	88585445	N/A

Performance Food Group, Inc.	United States of America	NORTHLAND	88352651	N/A
Performance Food Group, Inc.	United States of America	YOUR CUSTOM CHEESE SOURCE	88352681	N/A
Performance Food Group, Inc.	United States of America	NORTHLAND YOUR CUSTOM CHEESE SOURCE	88401816	N/A
Performance Food Group, Inc.	United States of America	PFG	87919405	5654238
Performance Food Group, Inc.	United States of America	CONTIGO	88615697	N/A
Performance Food Group, Inc.	United States of America	CONTIGO SABOR AUTENTICO	88615728	N/A
Reinhart FoodService, L.L.C.	United States of America	CULINARY SECRETS	86457357	5541260
Reinhart FoodService, L.L.C.	United States of America	CULINARY SECRETS	86457386	5186929
Reinhart FoodService, L.L.C.	United States of America	CULINARY SECRETS	86457402	5418544
Reinhart FoodService, L.L.C.	United States of America	CULINARY SECRETS	78141211	2783300
Reinhart FoodService, L.L.C.	United States of America	EAGLE RIDGE	76157696	2610531
Reinhart FoodService, L.L.C.	United States of America	GET IT RIGHT FROM US	85422313	4262269
Reinhart FoodService, L.L.C.	United States of America	GOOD ROOTS	86442696	N/A
Reinhart FoodService, L.L.C.	United States of America	GOOD ROOTS	86442717	4772213
Reinhart FoodService, L.L.C.	United States of America	HIDDEN BAY	76165061	2636736
Reinhart FoodService, L.L.C.	United States of America	NAUTIFISH	77385017	3664444
Reinhart FoodService, L.L.C.	United States of America	REINHART FOODSERVICE	75115021	2108531
Reinhart FoodService, L.L.C.	United States of America	REINHART FOODSERVICE (& Design) 	77348509	3475694
Reinhart FoodService, L.L.C.	United States of America	REINHART FOODSERVICE (& Design-Circle & Bar) 	75115472	2128234
Reinhart FoodService, L.L.C.	United States of America	RFS	75691621	2696054
Reinhart FoodService, L.L.C.	United States of America	SAN PABLO	76156698	2603853

Reinhart FoodService, L.L.C.	United States of America	SAN PABLO	74160132	1727902
Reinhart FoodService, L.L.C.	United States of America	SAN PABLO	85784234	4446465
Reinhart FoodService, L.L.C.	United States of America	SAN PABLO	78676316	3644969
Reinhart FoodService, L.L.C.	United States of America	SAN PABLO	78140884	2799311
Reinhart FoodService, L.L.C.	United States of America	SILVERBROOK	77666545	3714447
Reinhart FoodService, L.L.C.	United States of America	TRACS	75115535	2090905
Reinhart FoodService, L.L.C.	United States of America	REINHART FOODSERVICE	85744490	4475965
Reinhart FoodService, L.L.C.	United States of America	TRACSCAN	76299087	2707813
Reinhart FoodService, L.L.C.	United States of America	TRAYCARD ADVANTAGE	76258247	2705279
Reinhart FoodService, L.L.C.	United States of America	HEALTHY HORIZONS	75115022	2106601
Reinhart FoodService, L.L.C.	United States of America	BULL PEN	77739021	3846149
Reinhart FoodService, L.L.C.	United States of America	FLYING DRAGON	78047896	2915003
Reinhart FoodService, L.L.C.	United States of America	BEST CARE ANYWHERE	77600124	3764560
Reinhart FoodService, L.L.C.	United States of America	AGAR	73757827	1543095
Reinhart FoodService Louisiana, L.L.C.	United States of America	MENUMATRIX	77646819	3838653
Reinhart FoodService Louisiana, L.L.C.	United States of America	MENUMATRIX	77646814	3800484
Reinhart FoodService Louisiana, L.L.C.	United States of America	ELEGANT	75495715	2299605
Reinhart FoodService Louisiana, L.L.C.	United States of America	**DESIGN ONLY**	75495716	2297688
Reinhart FoodService Louisiana, L.L.C.	United States of America	RED BALL BRAND	72283102	860641
Reinhart FoodService Louisiana, L.L.C.	United States of America	CONCO	75542622	2328292