

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Performance Food Group, Inc.		09/17/2021	Corporation:
Afflink, LLC		09/17/2021	Limited Liability Company:
Core-Mark International, Inc.		09/17/2021	Corporation:
Core-Mark Midcontinent, Inc.		09/17/2021	Corporation:
Performance Manufacturing, LLC		09/17/2021	Limited Liability Company:
Reinhart Foodservice, L.L.C.		09/17/2021	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: 37

Property Type	Number	Word Mark
Serial Number:	90339826	ELEVATE MARKETPLACE
Serial Number:	90339754	ELEVATE MARKETPLACE
Registration Number:	6235502	AFFEX CARE
Serial Number:	90474062	REST ASSURED
Serial Number:	90474124	REST ASSURED EXTENDED PROTECTION FOR HOM
Serial Number:	90455220	SUSTAINABLE CHOICES
Registration Number:	6349830	GREEN ORIGIN
Registration Number:	6391169	GREEN ORIGIN.
Registration Number:	6164173	LARRY KLINE
Registration Number:	6251459	MAGELLAN
Registration Number:	6169510	VAI FRESCO
Registration Number:	6298416	VAI FRESCO
Registration Number:	6349586	WAFFLE DUST
Registration Number:	6241274	THE RED SEAL PIZZERIA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6155251	VAI FRESCO
Registration Number:	6155253	VAI FRESCO
Registration Number:	2808811	SUNGLO
Registration Number:	2844821	PREMIUM AMERICA
Registration Number:	6151811	GOOD ROOTS PRODUCE
Registration Number:	6151974	LEGACY72
Registration Number:	3997772	
Registration Number:	3997768	
Registration Number:	2323187	ARCADIA BAY
Registration Number:	2216513	ARCADIA BAY
Registration Number:	6211474	ARCADIA BAY COFFEE CO.
Registration Number:	3915932	ARCADIA BAY COFFEE COMPANY
Registration Number:	0929258	CABLE CAR
Registration Number:	4644555	CORE SOLUTIONS GROUP
Registration Number:	3997769	CORE-MARK
Registration Number:	1283707	CORE-MARK
Registration Number:	3997771	CORE-MARK
Registration Number:	6442146	CORE-MARK CURATED
Registration Number:	1930380	EMERALD
Registration Number:	2807166	EMERALD
Registration Number:	2429626	JAVA STREET
Registration Number:	2271065	SMARTSTOCK
Registration Number:	2304706	TACO DEPOT

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: 6785537344
Email: sinnottm@gtlaw.com
Correspondent Name: Matthew Sinnott
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.021700
NAME OF SUBMITTER:	Matthew Sinnott
SIGNATURE:	/Matthew Sinnott/
DATE SIGNED:	09/17/2021

Total Attachments: 7

source=PFG GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (Executed 2021.09.17)#page1.tif

source=PFG GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (Executed 2021.09.17)#page2.tif

source=PFG GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (Executed 2021.09.17)#page3.tif

source=PFG GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (Executed 2021.09.17)#page4.tif

source=PFG GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (Executed 2021.09.17)#page5.tif

source=PFG GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (Executed 2021.09.17)#page6.tif

source=PFG GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (Executed 2021.09.17)#page7.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Grant of Security Interest in United States Trademarks (this “Agreement”), dated as of September 17, 2021, by and among (i) PERFORMANCE FOOD GROUP, INC., a corporation formed under the laws of Colorado, (ii) AFFLINK, LLC, a limited liability company formed under the laws of Delaware, (iii) CORE-MARK INTERNATIONAL, INC., a corporation formed under the laws of Delaware, (iv) CORE-MARK MIDCONTINENT, INC., a corporation formed under the laws of Arkansas (v) PERFORMANCE MANUFACTURING, LLC, limited liability company formed under the laws of Delaware, and (vi) REINHART FOODSERVICE, L.L.C., a limited liability company formed under the laws of Delaware (each, a “Grantor” and collectively, the “Grantors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Fifth Amended and Restated Credit Agreement dated as of September 17, 2021 (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantors are party to the Fifth Amended and Restated Security Agreement dated as of September 17, 2021 (as the same may be amended, supplemented, modified, or amended and restated from time to time, 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.

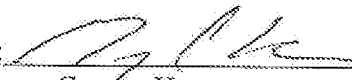
SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; *PROVIDED, HOWEVER*, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

[Continued on following page.]

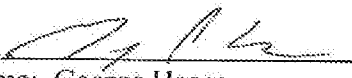
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PERFORMANCE FOOD GROUP, INC.

By: 
Name: George Hearn
Title: Vice President and Treasurer

AFFLINK, LLC

By: 
Name: George Hearn
Title: Vice President and Treasurer

CORE-MARK INTERNATIONAL, INC.

By: _____
Name: Scott McPherson
Title: President

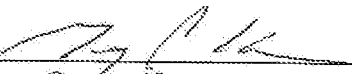
CORE-MARK MIDCONTINENT, INC.

By: _____
Name: Scott McPherson
Title: President

PERFORMANCE MANUFACTURING, LLC

By: 
Name: George Hearn
Title: Vice President and Treasurer

REINHART FOODSERVICE, L.L.C.

By: 
Name: George Hearn
Title: Vice President and Treasurer

[PFG—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007424 FRAME: 0977

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

Very truly yours,

PERFORMANCE FOOD GROUP, INC.

By: _____
Name: George Hearn
Title: Vice President and Treasurer

AFFLINK, LLC

By: _____
Name: George Hearn
Title: Vice President and Treasurer

CORE-MARK INTERNATIONAL, INC.

By: Scott McPherson
Name: Scott McPherson
Title: President

CORE-MARK MIDCONTINENT, INC.

By: Scott McPherson
Name: Scott McPherson
Title: President

PERFORMANCE MANUFACTURING, LLC

By: _____
Name: George Hearn
Title: Vice President and Treasurer

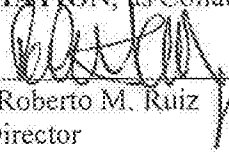
REINHART FOODSERVICE, L.L.C.

By: _____
Name: George Hearn
Title: Vice President and Treasurer

[PFG---TRADEMARK SECURITY AGREEMENT]

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: 007424 FRAME: 0979**

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Trademark	Registration No. or Serial No.
Afflink, LLC	ELEVATE MARKETPLACE	90-339826
Afflink, LLC	ELEVATE MARKETPLACE	90-339754
Afflink, LLC	AFFEX CARE	6,235,502
Afflink, LLC	REST ASSURED	90-474062
Afflink, LLC	REST ASSURED EXTENDED PROTECTION FOR HOME & AWAY	90-474124
Afflink, LLC	SUSTAINABLE CHOICES	90-455220
Performance Food Group, Inc.	CONTIGO SABOR AUTÉNTICO TAQUERIA	6,365,892
Performance Food Group, Inc.	GREEN ORIGIN	6,349,830
Performance Food Group, Inc.	GREEN ORIGIN	6,391,169
Performance Food Group, Inc.	LARRY KLINE	6,164,173
Performance Food Group, Inc.	MAGELLAN	6,251,459
Performance Food Group, Inc.	VAI FRESCO	6,169,510
Performance Food Group, Inc.	VAI FRESCO	6,298,416
Performance Food Group, Inc.	WAFFLE DUST	6,349,586
Performance Food Group, Inc.	THE RED SEAL PIZZERIA	6,241,274
Performance Food Group, Inc.	VAI FRESCO	6,155,251
Performance Food Group, Inc.	VAI FRESCO	6,155,253
Performance Manufacturing, LLC	SUNGLO	2,808,811
Performance Manufacturing, LLC	PREMIUM AMERICA	2,844,821
Reinhart Foodservice, L.L.C.	GOOD ROOTS PRODUCE	6,151,811
Reinhart Foodservice, L.L.C.	LEGACY72	6,151,974
Core-Mark International, Inc.	CORE-MARK LOGO [Design Only]	3,997,772
Core-Mark International, Inc.	CORE-MARK LOGO [Design Only]	3,997,768
Core-Mark International, Inc.	ARCADIA BAY	2,323,187
Core-Mark International, Inc.	ARCADIA BAY	2,216,513
Core-Mark International, Inc.	ARCADIA BAY COFFEE CO.	6,211,474
Core-Mark International, Inc.	ARCADIA BAY COFFEE CO.	3,915,932
Core-Mark International, Inc.	CABLE CAR	0,929,258

Owner	Trademark	Registration No. or Serial No.
Core-Mark International, Inc.	CORE SOLUTIONS GROUP	4,644,555
Core-Mark International, Inc.	CORE-MARK	3,997,769
Core-Mark International, Inc.	CORE-MARK	1,283,707
Core-Mark International, Inc.	CORE-MARK	3,997,771
Core-Mark International, Inc.	CORE-MARK CURATED	6,442,146
Core-Mark International, Inc.	EMERALD	1,930,380
Core-Mark International, Inc.	EMERALD	2,807,166
Core-Mark International, Inc.	JAVA STREET	2,429,626
Core-Mark International, Inc.	SMARTSTOCK	2,271,065
Core-Mark Midcontinent, Inc.	TACO DEPOT	2,304,706

ACTIVE 59755320v4