

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PERFORMANCE FOOD GROUP COMPANY, LLC		05/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	1525 West W.T. Harris Blvd., NCO680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	76573711	
Serial Number:	76526045	AFFLAB
Serial Number:	76470826	BAY WINDS
Serial Number:	76272632	EMPIRE TREASURE
Serial Number:	76278308	EMPIRE'S TREASURE
Serial Number:	76272637	EMPIRE'S-CHOICE
Serial Number:	76272633	FIRST MARK
Serial Number:	76372342	FULL MELT
Serial Number:	76464287	GUEST HOUSE
Serial Number:	76348936	HERITAGE OVENS
Serial Number:	76203117	INNOVATIVE LEADER IN CUSTOMER SATISFACTION
Serial Number:	75872509	PFG
Serial Number:	74677850	PFG
Serial Number:	75872482	PERFORMANCE FOOD GROUP

CH \$690.00 76573711

Serial Number:	76638173	PFG COMPETITIVE EDGE PROGRAM
Serial Number:	75019609	RAFFINATO
Serial Number:	76459590	ROASTER'S EXCHANGE
Serial Number:	76441967	SILVER SOURCE
Serial Number:	76471674	SMART SHIELD
Serial Number:	76474887	SMART SHIELD ASSURANCE
Serial Number:	76464288	SONERO
Serial Number:	76362797	THE MARK OF QUALITY IN NON-FOOD ESSENTIALS
Serial Number:	76173916	VILLAGE GARDEN
Serial Number:	76293541	WEST CREEK
Serial Number:	76206739	BRILLIANCE PREMIUM SHORTENINGS AND OILS
Serial Number:	78920844	MAGELLAN
Serial Number:	76667353	SILVER SOURCE

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-591-1000
Email: trademarksSF@winston.com
Correspondent Name: Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 2: Suite 3900
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	080393.07151
NAME OF SUBMITTER:	Kimberly A. Eckhart
Signature:	/Kimberly A. Eckhart/
Date:	06/13/2008

Total Attachments: 5

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

Trademark Security Agreement, dated as of May 23, 2008, by and between PERFORMANCE FOOD GROUP COMPANY, LLC, a limited liability company formed under the laws of Delaware (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of May 23, 2008 (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security 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 Grantor hereby agrees 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. The 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 its right, title and interest in, to and under all the Trademarks of the 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 Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. 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 Trademark Security 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 Grantor 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 Grantor, execute, acknowledge, and deliver to the 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.

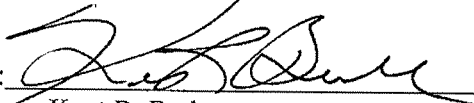
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security 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 COMPANY, LLC

By: 

Name: Kent R. Berke

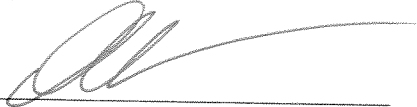
Title: Vice President

Trademark Grant

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: _____


Name: Daniel L. Denton

Title: Director

Schedule I
PERFORMANCE FOOD GROUP COMPANY, LLC

Mark	Serial No.	Reg. No.
MISCELLANEOUS DESIGN	76/573,711	2,974,770
AFFLAB	76/526,045	2,949,190
BAY WINDS	76/470,826	2,848,883
EMPIRE TREASURE	76/272,632	2,597,708
EMPIRE'S TREASURE	76/278,308	2,863,174
EMPIRE'S-CHOICE	76/272,637	2,617,660
FIRST MARK	76/272,633	2,889,582
FULL MELT	76/372,342	2,867,294
GUEST HOUSE	76/464,287	2,846,077
HERITAGE OVENS	76/348,936	3,112,282
INNOVATIVE LEADER IN CUSTOMER SATISFACTION	76/203,117	2,623,727
PFG & Design	75/872,509	2,636,113
PFG & Design	74/677,850	2,009,667
PERFORMANCE FOOD GROUP	75/872,482	2,601,872
PFG COMPETITIVE EDGE PROGRAM	76/638,173	3,265,552
RAFFINATO	75/019,609	2,221,896
ROASTER'S EXCHANGE	76/459,590	2,795,936
SILVER SOURCE	76/441,967	3,133,401
SMART SHIELD	76/471,674	2,917,763
SMART SHIELD ASSURANCE	76/474,887	2,907,034
SONERO	76/464,288	2,803,459
THE MARK OF QUALITY IN NON-FOOD ESSENTIALS	76/362,797	2,897,679
VILLAGE GARDEN	76/173,916	2,623,506
WEST CREEK	76/293,541	3,046,522
BRILLIANCE PREMIUM SHORTENING AND OILS	76/206,739	2,552,334
MAGELLAN	78/920,844	N/A
SILVER SOURCE	76/667,353	N/A