

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Performance Food Group, Inc.		08/09/2011	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	625 Marquette Avenue
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55479
<b>Entity Type:</b>	N.A.: CALIFORNIA

**PROPERTY NUMBERS Total: 72**

Property Type	Number	Word Mark
Registration Number:	3225894	CRYSTAL REEF
Registration Number:	3187151	ASSOLUTI
Registration Number:	1849491	ASSOLUTI!
Registration Number:	3038663	ASSOLUTI!
Registration Number:	1429468	ASTRO
Registration Number:	1533501	ASTRO
Registration Number:	1468563	ASTRO PIZZA
Registration Number:	2898207	BAYWOOD
Registration Number:	2898212	BAYWOOD
Registration Number:	3319344	BEYOND
Registration Number:	3319354	BEYOND
Registration Number:	3394002	CORAZO
Registration Number:	2978490	ENGLEWOOD FARMS
Registration Number:	2973062	ENGLEWOOD FARMS

**OP \$1815.00 3225894**

Registration Number:	1970476	GRINDSTONE CAFE
Registration Number:	2993096	HEARTHSLAND
Registration Number:	2402610	JAVA PORT
Registration Number:	2840840	JAVA ROAST
Registration Number:	3041190	LISA
Registration Number:	2921708	MERCHANT SMART
Registration Number:	2925883	MERCHANT'S MART
Registration Number:	3006626	MIDNIGHT PURE
Registration Number:	2230835	MIDNIGHT SPRINGS
Registration Number:	1791767	MILKING STOOL
Registration Number:	2846798	NORTHLAND STAR
Registration Number:	3000623	NORTHLAND STAR
Registration Number:	3205568	PIANCONE
Registration Number:	1203751	PIANCONE
Registration Number:	3178644	PIANCONE CREMA D'ORO
Registration Number:	1263124	ROMA
Registration Number:	1194795	ROMA
Registration Number:	1194794	ROMA
Registration Number:	2481136	ROMA
Registration Number:	1263123	ROMA
Registration Number:	1263122	ROMA
Registration Number:	1194796	ROMA
Registration Number:	1178076	ROMA
Registration Number:	2443653	ROMA
Registration Number:	1725523	ROMA
Registration Number:	3090617	RYE STREET DELI
Registration Number:	3834618	RYE STREET DELI
Registration Number:	3002886	SALUTÉ
Registration Number:	3951516	SAVOR THE FLAVOR
Registration Number:	2830172	SEAL
Registration Number:	3007793	STAR SIGNATURE
Registration Number:	2979423	ULTIMELT
Registration Number:	1627393	ULTIMO
Registration Number:	3927038	ULTIMO!
Registration Number:	2604769	ULTIMO!

	2362205	ULTIMO!
Registration Number:	2841304	V
Registration Number:	2359600	VEND PRODUCTS DISTRIBUTING
Registration Number:	3022014	VISTAR VISION
Registration Number:	2841303	VISTAR/VSA
Registration Number:	2846180	VISTARLINK
Registration Number:	1206806	VSA
Registration Number:	1206807	VSA
Registration Number:	1206808	VSA
Registration Number:	3589261	FAVOLOSO
Registration Number:	3641143	FUNTASTIC
Registration Number:	3854709	R
Registration Number:	3486352	ROMA
Registration Number:	3851280	ROVAS
Registration Number:	3848960	RYE STREET
Registration Number:	3791130	SILVER SOURCE
Serial Number:	85219723	DOMINION
Serial Number:	85242749	EL VALLE BLANCO
Serial Number:	77919045	RYE STREET KETTLE COOKED POTATO CHIPS
Serial Number:	85237578	STONEHOUSE
Serial Number:	85337322	PFG ONESOURCE
Serial Number:	85328864	JAVA ROAST
Serial Number:	85328903	JAVA ROAST GOURMET COFFEE

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3566  
Email: james.murray@wolterskluwer.com  
Correspondent Name: James Murray  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Lien Solutions  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	08/12/2011

**TRADEMARK**

**REEL: 004603 FRAME: 0461**

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

**Trademark Security Agreement**, dated as of August 9, 2011, by and between PERFORMANCE FOOD GROUP, INC., a corporation formed under the laws of Colorado (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Amended and Restated Indenture dated as of August 9, 2011 (in such capacity, 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 Amended and Restated Indenture, 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 Secured Parties 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. Delivery by telecopier or by electronic pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

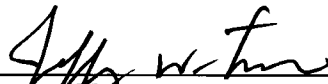
SECTION 7. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 9, 2011 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wells Fargo Bank, National Association (successor by merger to Wachovia Bank, National Association), as First Lien Agent, Wells Fargo Bank, National Association, as Collateral Agent, and Performance Food Group, Inc. (f/k/a Vistar Corporation) and certain of its affiliates. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

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

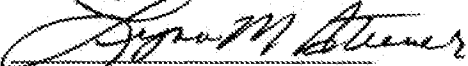
Very truly yours,

PERFORMANCE FOOD GROUP, INC.

By:   
Name: Jeffrey W. Fender  
Title: VP & Treasurer

Accepted and Agreed:

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

By: 

Name: Lynn M. Steiner  
Title: Vice President

*[Trademark Security Agreement: Performance Food Group, Inc.]*

**TRADEMARK**  
**REEL: 004603 FRAME: 0466**



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

<b>Owner</b>	<b>Trademark</b>	<b>Registration No./Serial No.</b>
PERFORMANCE FOOD GROUP, INC.	CRYSTAL REEF	3,225,894
PERFORMANCE FOOD GROUP, INC.	ASSOULTI	3,187,151
PERFORMANCE FOOD GROUP, INC.	ASSOULTI! (stylized)	1,849,491
PERFORMANCE FOOD GROUP, INC.	ASSOULTI! AND DESIGN	3,038,663
PERFORMANCE FOOD GROUP, INC.	ASTRO	1,429,468
PERFORMANCE FOOD GROUP, INC.	ASTRO	1,533,501
PERFORMANCE FOOD GROUP, INC.	ASTRO PIZZA AND DESIGN	1,468,563
PERFORMANCE FOOD GROUP, INC.	BAYWOOD	2,898,207
PERFORMANCE FOOD GROUP, INC.	BAYWOOD AND DESIGN	2,898,212
PERFORMANCE FOOD GROUP, INC.	BEYOND	3,319,344
PERFORMANCE FOOD GROUP, INC.	BEYOND AND DESIGN	3,319,354
PERFORMANCE FOOD GROUP, INC.	CORAZO	3,394,002
PERFORMANCE FOOD GROUP, INC.	ENGLEWOOD FARMS	2,978,490
PERFORMANCE FOOD GROUP, INC.	ENGLEWOOD FARMS AND DESIGN	2,973,062
PERFORMANCE FOOD GROUP, INC.	GRINDSTONE CAFÉ	1,970,476
PERFORMANCE FOOD GROUP, INC.	HEARTH LAND	2,993,096
PERFORMANCE FOOD GROUP, INC.	JAVA PORT	2,402,610
PERFORMANCE FOOD GROUP, INC.	JAVA ROAST (and Design)	2,840,840
PERFORMANCE FOOD GROUP, INC.	LISA	3,041,190
PERFORMANCE FOOD GROUP, INC.	MERCHANT SMART	2,921,708
PERFORMANCE FOOD GROUP, INC.	MERCHANTS MART AND DESIGN	2,925,883

<b>Owner</b>	<b>Trademark</b>	<b>Registration No./Serial No.</b>
PERFORMANCE FOOD GROUP, INC.	MIDNIGHT PURE	3,006,626
PERFORMANCE FOOD GROUP, INC.	MIDNIGHT SPRINGS	2,230,835
PERFORMANCE FOOD GROUP, INC.	MILKING STOOL	1,791,767
PERFORMANCE FOOD GROUP, INC.	NORTHLAND STAR	2,846,798
PERFORMANCE FOOD GROUP, INC.	NORTHLAND STAR AND DESIGN	3,000,623
PERFORMANCE FOOD GROUP, INC.	PIANCONE	3,205,568
PERFORMANCE FOOD GROUP, INC.	PIANCONE	1,203,751
PERFORMANCE FOOD GROUP, INC.	PIANCONE CREMA D'ORO	3,178,644
PERFORMANCE FOOD GROUP, INC.	ROMA	1,263,124
PERFORMANCE FOOD GROUP, INC.	ROMA	1,194,795
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,194,794
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	2,481,136
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,263,123
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,263,122
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,194,796
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,178,076
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	2,443,653
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,725,523
PERFORMANCE FOOD GROUP, INC.	RYE STREET DELI	3,090,617
PERFORMANCE FOOD GROUP, INC.	RYE STREET DELI	3,834,618
PERFORMANCE FOOD GROUP, INC.	SALUTÉ	3,002,886
PERFORMANCE FOOD GROUP, INC.	SAVOR THE FLAVOR	3,951,516
PERFORMANCE FOOD GROUP, INC.	SEAL	2,830,172
PERFORMANCE FOOD	STAR SIGNATURE	3,007,793

<b>Owner</b>	<b>Trademark</b>	<b>Registration No./Serial No.</b>
GROUP, INC.		
PERFORMANCE FOOD GROUP, INC.	ULTIMELT	2,979,423
PERFORMANCE FOOD GROUP, INC.	ULTIMO	1,627,393
PERFORMANCE FOOD GROUP, INC.	ULTIMO! (Pizza)	3,927,038
PERFORMANCE FOOD GROUP, INC.	ULTIMO! AND DESIGN	2,604,769
PERFORMANCE FOOD GROUP, INC.	ULTIMO! AND DESIGN	2,362,205
PERFORMANCE FOOD GROUP, INC.	V (& design)	2,841,304
PERFORMANCE FOOD GROUP, INC.	VEND PRODUCTS DISTRIBUTING	2,359,600
PERFORMANCE FOOD GROUP, INC.	VISTAR VISION	3,022,014
PERFORMANCE FOOD GROUP, INC.	VISTAR/VSA (& design)	2,841,303
PERFORMANCE FOOD GROUP, INC.	VISTARLINK	2,846,180
PERFORMANCE FOOD GROUP, INC.	VSA	1,206,806
PERFORMANCE FOOD GROUP, INC.	VSA (stylized)	1,206,807
PERFORMANCE FOOD GROUP, INC.	VSA (stylized)	1,206,808
PERFORMANCE FOOD GROUP, INC.	FAVOLOSO	3,589,261
PERFORMANCE FOOD GROUP, INC.	FUNTASTIC (CHILD)	3,641,143
PERFORMANCE FOOD GROUP, INC.	R Design	3,854,709
PERFORMANCE FOOD GROUP, INC.	ROMA	3,486,352
PERFORMANCE FOOD GROUP, INC.	ROVAS	3,851,280
PERFORMANCE FOOD GROUP, INC.	RYE STREET	3,848,960
PERFORMANCE FOOD GROUP, INC.	SILVER SOURCE	3,791,130
PERFORMANCE FOOD GROUP, INC.	DOMINION	85/219,723
PERFORMANCE FOOD GROUP, INC.	EL VALLE BLANCO	85/242,749
PERFORMANCE FOOD GROUP, INC.	RYE STREET KETTLE COOKED POTATO CHIPS (and Design)	77/919,045

<b>Owner</b>	<b>Trademark</b>	<b>Registration No./Serial No.</b>
PERFORMANCE FOOD GROUP, INC.	STONEHOUSE	85/237,578
PERFORMANCE FOOD GROUP, INC.	PFG ONESOURCE	85/337,322
PERFORMANCE FOOD GROUP, INC.	JAVA ROAST	85/328,864
PERFORMANCE FOOD GROUP, INC.	JAVA ROAST GOURMET COFFEE (and Design)	85/328,903