

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Performance Food Group, Inc.		05/14/2013	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as Collateral Agent
Street Address:	Eleven Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 168

Property Type	Number	Word Mark
Registration Number:	3791130	SILVER SOURCE
Registration Number:	3555759	WEST CREEK · F · R · E · S · H ·
Registration Number:	3967590	MAGELLAN
Registration Number:	4126545	DOMINION
Registration Number:	4016080	EL VALLE BLANCO
Registration Number:	3834859	
Registration Number:	4013182	RYE STREET KETTLE COOKED POTATO CHIPS
Registration Number:	4071951	STONEHOUSE
Registration Number:	3800148	GROWTH OUR HOUSE
Registration Number:	2841303	VISTAR/VSA
Registration Number:	2846180	VISTARLINK
Registration Number:	1206806	VSA
Registration Number:	1206807	VSA
Registration Number:	1206808	VSA

OP \$4215.00 3791130

Registration Number:	3600452	E&S DIRECT
Registration Number:	3589261	FAVOLOSO
Registration Number:	3800481	FIRST MARK
Registration Number:	3641143	FUNTASTIC
Registration Number:	3815611	HAVE A TASTE
Registration Number:	3823015	HAVE A TASTE...
Registration Number:	3765070	PERFORMANCE FOODSERVICE
Registration Number:	3834879	PERFORMANCE FOODSERVICE
Registration Number:	3834856	PERFORMANCE FOODSERVICE HAVE A TASTE...
Registration Number:	3834858	PERFORMANCE FOODSERVICE HAVE A TASTE...
Registration Number:	3600747	PFG CUSTOM MEATS
Registration Number:	4189017	PFG ONESOURCE
Registration Number:	3854709	R
Registration Number:	3518665	REFYNE
Registration Number:	3568837	RIDGECREST C·U·L·I·N·A·R·Y
Registration Number:	3486352	ROMA
Registration Number:	3851280	ROVAS
Registration Number:	3848960	RYE STREET
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

	2979423	ULTIMELT
Registration Number:	1627393	ULTIMO
Registration Number:	3927038	ULTIMO!
Registration Number:	2604769	ULTIMO!
Registration Number:	2362205	ULTIMO!
Registration Number:	2841304	V
Registration Number:	2359600	VEND PRODUCTS DISTRIBUTING
Registration Number:	3022014	VISTAR VISION
Registration Number:	1468563	ASTRO PIZZA
Registration Number:	2898207	BAYWOOD
Registration Number:	2898212	BAYWOOD
Registration Number:	3319344	BEYOND
Registration Number:	3319354	BEYOND
Registration Number:	3527203	BRAVEHEART
Registration Number:	3394002	CORAZO
Registration Number:	2978490	ENGLEWOOD FARMS
Registration Number:	2973062	ENGLEWOOD FARMS
Registration Number:	3524105	FEARLESS COMMITMENT TO QUALITY
Registration Number:	1970476	GRINDSTONE CAFE
Registration Number:	2402610	JAVA PORT
Registration Number:	4151898	JAVA ROAST
Registration Number:	4289674	JAVA ROAST GOURMET COFFEE
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:	2617660	EMPIRE'S-CHOICE
Registration Number:	2889582	FIRST MARK
Registration Number:	2867294	FULL MELT

	2846077	GUEST HOUSE
Registration Number:	3112282	HERITAGE OVENS
Registration Number:	2009667	PFG
Registration Number:	2601872	PERFORMANCE FOOD GROUP
Registration Number:	3265552	PFG COMPETITIVE EDGE PROGRAM
Registration Number:	2221896	RAFFINATO
Registration Number:	2795936	ROASTER'S EXCHANGE
Registration Number:	3133401	SILVER SOURCE
Registration Number:	3489177	SILVER SOURCE
Registration Number:	2623506	VILLAGE GARDEN
Registration Number:	3046522	WEST CREEK
Registration Number:	275382	PLEE-ZING
Registration Number:	935842	LIL BRAVE
Registration Number:	3223654	MUA
Registration Number:	3161276	BDA BAKERY DISTRIBUTORS OF AMERICA
Registration Number:	2467287	GOURMET TABLE GT
Registration Number:	2535467	POCAHONTAS
Registration Number:	1966065	POCAHONTAS
Registration Number:	1078504	POCAHONTAS AMERICA'S FIRST LADY OF FOOD
Registration Number:	3436532	BUONAMICI
Registration Number:	3580145	IFH
Registration Number:	2092512	IFH
Registration Number:	3580154	IFH
Registration Number:	2092513	IFH
Registration Number:	3042213	IFH CHEFSMART
Registration Number:	3671787	OPERATOR SUCCESS PLAN
Registration Number:	2150374	ALL KITCHENS
Registration Number:	2150340	ALL KITCHENS
Registration Number:	2148851	ALL KITCHENS
Registration Number:	2148850	ALL KITCHENS
Registration Number:	1786553	ALL KITCHENS SYSTEM HEALTH CARE HC
Registration Number:	2099464	EMERALD CLUB
Registration Number:	2813765	GOURMATES
Registration Number:	2150335	MAIN PLATE
Registration Number:	3225894	CRYSTAL REEF

TRADEMARK

REEL: 005027 FRAME: 0649

	2949190	AFFLAB
Registration Number:	2848883	BAY WINDS
Registration Number:	2597708	EMPIRE'S TREASURE
Registration Number:	2552334	BRILLIANCE PREMIUM SHORTENINGS AND OILS
Registration Number:	2863174	EMPIRE'S TREASURE
Serial Number:	85762375	EMPIRE SEAFOOD
Serial Number:	85762378	EMPIRE SEAFOOD
Serial Number:	85807832	FOODCENTRIC
Serial Number:	85807862	FOODCENTRIC BY FOODIES FOR FOODIES
Serial Number:	85762289	DAYBREAK
Serial Number:	85762224	DAYBREAK
Serial Number:	78920844	MAGELLAN
Serial Number:	85729366	GREENBASIS
Serial Number:	85762099	GREENBASIS GREENER PRODUCTS FOR A GREENE
Serial Number:	85778015	MAGELLAN
Serial Number:	85778042	MAGELLAN
Serial Number:	85824286	PATHPROVEN
Serial Number:	85824425	PATHPROVEN FOOD TRACE TECHNOLOGY PROOF I
Serial Number:	85701968	PERFORMANCE CONNECT
Serial Number:	85594907	PERFORMANCE HEALTHSOURCE
Serial Number:	85606551	PERFORMANCEEXPRESS
Serial Number:	85626870	R RIDGECREST
Serial Number:	85839618	WEST CREEK FRESH
Serial Number:	85626867	WEST CREEK
Registration Number:	3126606	COLONIAL TRADITION
Registration Number:	2670185	CORAL PRINCESS
Registration Number:	1481021	EVENTS UNLIMITED
Registration Number:	2349534	FOODSTAR
Registration Number:	2467288	GOURMET TABLE
Registration Number:	3314792	HARVEST GOLD
Registration Number:	2412712	HEALTHY USA
Registration Number:	1923887	HEALTHY USA
Registration Number:	1968714	HEALTHY USA
Registration Number:	1616888	HEALTHY USA
Registration Number:	1488692	MOUNT STIRLING

	3223655	MUA MULTI UNIT ALLIANCE
Registration Number:	3190262	MULTI UNIT ALLIANCE
Registration Number:	2495599	POCAHONTAS
Registration Number:	1987711	PREMIUM RECIPE
Registration Number:	2085247	PREMIUM RECIPE
Registration Number:	3345772	PRO-C
Registration Number:	2851560	PROGRESSIVE GROUP ALLIANCE
Registration Number:	3189147	WEST-OVER
Registration Number:	336776	WEST-OVER
Registration Number:	3187151	ASSOLUTI
Registration Number:	1849491	ASSOLUTI!
Registration Number:	3038663	ASSOLUTI!
Registration Number:	1429468	ASTRO
Registration Number:	1533501	ASTRO

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3365
 Email: david.adams@thomsonreuters.com
 Correspondent Name: Elaine Carrera, Legal Assistant
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon Reindel LLP
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/David Adams TR/
Date:	05/15/2013

Total Attachments: 13
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Trademark Security Agreement, dated as of May 14, 2013, by and between the entity listed on the signature page hereto (the "Grantor"), in favor of CREDIT SUISSE AG, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of May 14, 2013 (in such capacity, the "Grantee").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of May 14, 2013 as amended, restated, supplemented or otherwise modified from time to time (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 the 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. The 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 here-to 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.

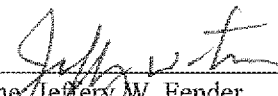
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contra-ry, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exer-cise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Inter-creditor Agreement, dated as of May 14, 2013 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wells Fargo Bank, National Association, as First Lien Agent, Credit Suisse AG, as Second Lien Agent, and Performance Food Group, Inc. 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, each 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, INC.

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

Accepted and Agreed:

CREDIT SUISSE AG,
as Collateral Agent and Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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: Jeffery W. Fender
Title: Vice President and Treasurer

Accepted and Agreed:

CREDIT SUISSE AG,
as Collateral Agent and Grantee

By: 

Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By: 

Name: MICHAEL D'ONOFRIO
Title: AUTHORIZED SIGNATORY

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

Owner	Trademark	Reg. No.	Serial No.
PERFORMANCE FOOD GROUP, INC.	IFH	3,580,145	77-526001
PERFORMANCE FOOD GROUP, INC.	IFH	2,092,512	74-727850
PERFORMANCE FOOD GROUP, INC.	IFH & Design	3,580,154	77-526136
PERFORMANCE FOOD GROUP, INC.	IFH & Design	2,092,513	74-727851
PERFORMANCE FOOD GROUP, INC.	IFH CHEFSMART	3,042,213	76-508984
PERFORMANCE FOOD GROUP, INC.	OPERATOR SUCCESS PLAN & Design	3,671,787	77-525247
PERFORMANCE FOOD GROUP, INC.	ALL KITCHENS (Stylized)	2,150,374	75-192279
PERFORMANCE FOOD GROUP, INC.	ALL KITCHENS (Stylized)	2,150,340	75-184424
PERFORMANCE FOOD GROUP, INC.	ALL KITCHENS (Stylized)	2,148,851	75-184028
PERFORMANCE FOOD GROUP, INC.	ALL KITCHENS (Stylized)	2,148,850	75-184025
PERFORMANCE FOOD GROUP, INC.	ALL KITCHENS SYSTEM HEALTH CARE HC (and Design)	1,786,553	74-287154
PERFORMANCE FOOD GROUP, INC.	EMERALD CLUB (and Design)	2,099,464	75-184035
PERFORMANCE FOOD GROUP, INC.	GOURMATES	2,813,765	76-395047
PERFORMANCE FOOD GROUP, INC.	MAIN PLATE (Stylized)	2,150,335	75-184026
PERFORMANCE FOOD GROUP, INC.	CRYSTAL REEF	3,225,894	78-666861
PERFORMANCE FOOD GROUP, INC.	AFFLAB	2,949,190	76-526045
PERFORMANCE FOOD GROUP, INC.	BAY WINDS	2,848,883	76-470826
PERFORMANCE FOOD GROUP, INC.	EMPIRE'S TREASURE	2,597,708	76-272632
PERFORMANCE FOOD GROUP, INC.	BRILLIANCE PREMIUM SHORTENINGS AND OILS	2,552,334	76-206739
PERFORMANCE FOOD	EMPIRE'S TREASURE	2,863,174	76-278308

GROUP, INC.			
PERFORMANCE FOOD GROUP, INC.	EMPIRE'S CHOICE	2,617,660	76-272637
PERFORMANCE FOOD GROUP, INC.	FIRST MARK	2,889,582	76-272633
PERFORMANCE FOOD GROUP, INC.	FULL MELT	2,867,294	76-372342
PERFORMANCE FOOD GROUP, INC.	GUEST HOUSE	2,846,077	76-464287
PERFORMANCE FOOD GROUP, INC.	HERITAGE OVENS	3,112,282	76-348936
PERFORMANCE FOOD GROUP, INC.	PFG (and Design)	2,009,667	74-677850
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE FOOD GROUP	2,601,872	75-872482
PERFORMANCE FOOD GROUP, INC.	PFG COMPETITIVE EDGE PROGRAM	3,265,552	76-638173
PERFORMANCE FOOD GROUP, INC.	RAFFINATO	2,221,896	75-019609
PERFORMANCE FOOD GROUP, INC.	ROASTER'S EXCHANGE	2,795,936	76-459590
PERFORMANCE FOOD GROUP, INC.	SILVER SOURCE	3,133,401	76-441967
PERFORMANCE FOOD GROUP, INC.	SILVER SOURCE	3,489,177	76-667353
PERFORMANCE FOOD GROUP, INC.	VILLAGE GARDEN	2,623,506	76-173916
PERFORMANCE FOOD GROUP, INC.	WEST CREEK	3,046,522	76-293541
PERFORMANCE FOOD GROUP, INC.	PLEE-ZING (Stylized)	275,382	71-282147
PERFORMANCE FOOD GROUP, INC.	LIL BRAVE	935,842	72-340973
PERFORMANCE FOOD GROUP, INC.	MUA	3,223,654	76-649116
PERFORMANCE FOOD GROUP, INC.	BDA BAKERY DISTRIBUTORS OF AMERICA (and Design)	3,161,276	76-564400
PERFORMANCE FOOD GROUP, INC.	GOURMET TABLE GT (and Design)	2,467,287	75-859385
PERFORMANCE FOOD GROUP, INC.	POCAHONTAS (and Design)	2,535,467	75-865827
PERFORMANCE FOOD GROUP, INC.	POCAHONTAS (and Design)	1,966,065	74-359810
PERFORMANCE FOOD GROUP, INC.	POCAHONTAS AMERICA'S FIRST LADY OF FOOD SERVICE (and Design)	1,078,504	73-098434
PERFORMANCE FOOD GROUP, INC.	BUONAMICI	3,436,532	76-573708

PERFORMANCE FOOD GROUP, INC.	COLONIAL TRADITION	3,126,606	78-698771
PERFORMANCE FOOD GROUP, INC.	CORAL PRINCESS	2,670,185	76-308589
PERFORMANCE FOOD GROUP, INC.	EVENTS UNLIMITED	1,481,021	73-633661
PERFORMANCE FOOD GROUP, INC.	FOODSTAR	2,349,534	75-556162
PERFORMANCE FOOD GROUP, INC.	GOURMET TABLE	2,467,288	75-859386
PERFORMANCE FOOD GROUP, INC.	HARVEST GOLD	3,314,792	78-941912
PERFORMANCE FOOD GROUP, INC.	HEALTHY USA	2,412,712	74-801790
PERFORMANCE FOOD GROUP, INC.	HEALTHY USA	1,923,887	74-583642
PERFORMANCE FOOD GROUP, INC.	HEALTHY USA	1,968,714	74-168157
PERFORMANCE FOOD GROUP, INC.	HEALTHY USA	1,616,888	73-837628
PERFORMANCE FOOD GROUP, INC.	MOUNT STIRLING	1,488,692	73-657841
PERFORMANCE FOOD GROUP, INC.	MUA MULTI UNIT ALLIANCE (and Design)	3,223,655	76-649117
PERFORMANCE FOOD GROUP, INC.	MULTI UNIT ALLIANCE	3,190,262	76-649118
PERFORMANCE FOOD GROUP, INC.	POCAHONTAS	2,495,599	75-864758
PERFORMANCE FOOD GROUP, INC.	PREMIUM RECIPE	1,987,711	75-975056
PERFORMANCE FOOD GROUP, INC.	PREMIUM RECIPE	2,085,247	74-684618
PERFORMANCE FOOD GROUP, INC.	PRO-C	3,345,772	78-817017
PERFORMANCE FOOD GROUP, INC.	PROGRESSIVE GROUP ALLIANCE	2,851,560	76-421655
PERFORMANCE FOOD GROUP, INC.	WEST-OVER	3,189,147	78-746974
PERFORMANCE FOOD GROUP, INC.	WEST-OVER	336,776	71-374495
PERFORMANCE FOOD GROUP, INC.	ASSOULTI	3,187,151	78/814,554
PERFORMANCE FOOD GROUP, INC.	ASSOULTI! (stylized)	1,849,491	74/135,281
PERFORMANCE FOOD GROUP, INC.	ASSOULTI! AND DESIGN	3,038,663	76/060,474
PERFORMANCE FOOD GROUP, INC.	ASTRO	1,429,468	73/594,152
PERFORMANCE FOOD	ASTRO	1,533,501	73/740,557

GROUP, INC.			
PERFORMANCE FOOD GROUP, INC.	ASTRO PIZZA AND DESIGN	1,468,563	73/658,157
PERFORMANCE FOOD GROUP, INC.	BAYWOOD	2,898,207	78/220,689
PERFORMANCE FOOD GROUP, INC.	BAYWOOD AND DESIGN	2,898,212	78/221,962
PERFORMANCE FOOD GROUP, INC.	BEYOND	3,319,344	78/201,895
PERFORMANCE FOOD GROUP, INC.	BEYOND AND DESIGN	3,319,354	78/222,159
PERFORMANCE FOOD GROUP, INC.	BRAVEHEART & Design	3,527,203	77/436,960
PERFORMANCE FOOD GROUP, INC.	CORAZO	3,394,002	77/044,781
PERFORMANCE FOOD GROUP, INC.	ENGLEWOOD FARMS	2,978,490	78/204,329
PERFORMANCE FOOD GROUP, INC.	ENGLEWOOD FARMS AND DESIGN	2,973,062	78/222,193
PERFORMANCE FOOD GROUP, INC.	FEARLESS COMMITMENT TO QUALITY	3,524,105	77/437,002
PERFORMANCE FOOD GROUP, INC.	GRINDSTONE CAFÉ	1,970,476	74/524,362
PERFORMANCE FOOD GROUP, INC.	JAVA PORT	2,402,610	75/559,586
PERFORMANCE FOOD GROUP, INC.	JAVA ROAST	4,151,898	85/328,864
PERFORMANCE FOOD GROUP, INC.	JAVA ROAST (and Design)	4,289,674	85/328,903
PERFORMANCE FOOD GROUP, INC.	JAVA ROAST (and Design)	2,840,840	76/305,616
PERFORMANCE FOOD GROUP, INC.	LISA	3,041,190	78/517,373
PERFORMANCE FOOD GROUP, INC.	MERCHANT SMART	2,921,708	78/275,044
PERFORMANCE FOOD GROUP, INC.	MERCHANTS MART AND DESIGN	2,925,883	78/221,829
PERFORMANCE FOOD GROUP, INC.	MIDNIGHT PURE	3,006,626	78/402,967
PERFORMANCE FOOD GROUP, INC.	MIDNIGHT SPRINGS	2,230,835	75/478,946
PERFORMANCE FOOD GROUP, INC.	MILKING STOOL	1,791,767	74/351,956
PERFORMANCE FOOD GROUP, INC.	NORTHLAND STAR	2,846,798	78/204,345
PERFORMANCE FOOD GROUP, INC.	NORTHLAND STAR AND DESIGN	3,000,623	78/220,867
PERFORMANCE FOOD GROUP, INC.	PIANCONE	3,205,568	78/814,736

PERFORMANCE FOOD GROUP, INC.	PIANCONE	1,203,751	73/251,013
PERFORMANCE FOOD GROUP, INC.	PIANCONE CREMA D'ORO	3,178,644	78/729,963
PERFORMANCE FOOD GROUP, INC.	ROMA	1,263,124	73/251,019
PERFORMANCE FOOD GROUP, INC.	ROMA	1,194,795	73/251,015
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,194,794	73/251,014
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	2,481,136	75/432,971
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,263,123	73/251,018
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,263,122	73/251,017
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,194,796	73/251,016
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,178,076	73/251,012
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	2,443,653	75/432,972
PERFORMANCE FOOD GROUP, INC.	ROMA (& design)	1,725,523	74/090,436
PERFORMANCE FOOD GROUP, INC.	RYE STREET DELI	3,090,617	76/485,174
PERFORMANCE FOOD GROUP, INC.	RYE STREET DELI	3,834,618	77/911,634
PERFORMANCE FOOD GROUP, INC.	SALUTÉ	3,002,886	78/378,714
PERFORMANCE FOOD GROUP, INC.	SAVOR THE FLAVOR	3,951,516	77/780,712
PERFORMANCE FOOD GROUP, INC.	SEAL	2,830,172	78/247,160
PERFORMANCE FOOD GROUP, INC.	ULTIMELT	2,979,423	78/318,045
PERFORMANCE FOOD GROUP, INC.	ULTIMO	1,627,393	74/021,440
PERFORMANCE FOOD GROUP, INC.	ULTIMO! (Pizza)	3,927,038	85/046,160
PERFORMANCE FOOD GROUP, INC.	ULTIMO! AND DESIGN	2,604,769	76/338,204
PERFORMANCE FOOD GROUP, INC.	ULTIMO! AND DESIGN	2,362,205	75/777,344
PERFORMANCE FOOD GROUP, INC.	V (& design)	2,841,304	76/467,333
PERFORMANCE FOOD GROUP, INC.	VEND PRODUCTS DISTRIBUTING	2,359,600	75/603,227
PERFORMANCE FOOD	VISTAR VISION	3,022,014	78/396,850

GROUP, INC.			
PERFORMANCE FOOD GROUP, INC.	VISTAR/VSA (& design)	2,841,303	76/467,326
PERFORMANCE FOOD GROUP, INC.	VISTARLINK	2,846,180	76/481,686
PERFORMANCE FOOD GROUP, INC.	VSA	1,206,806	73/224,018
PERFORMANCE FOOD GROUP, INC.	VSA (stylized)	1,206,807	73/224,019
PERFORMANCE FOOD GROUP, INC.	VSA (stylized)	1,206,808	73/224,020
PERFORMANCE FOOD GROUP, INC.	E&S DIRECT	3,600,452	76/690,166
PERFORMANCE FOOD GROUP, INC.	FAVOLOSO	3,589,261	77/027,692
PERFORMANCE FOOD GROUP, INC.	FIRST MARK	3,800,481	77/645,636
PERFORMANCE FOOD GROUP, INC.	FUNTASTIC (CHILD)	3,641,143	77/977,175
PERFORMANCE FOOD GROUP, INC.	HAVE A TASTE (words only)	3,815,611	77/759,481
PERFORMANCE FOOD GROUP, INC.	HAVE A TASTE (design and logo)	3,823,015	77/760,022
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE FOODSERVICE	3,765,070	77/669,883
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE FOODSERVICE & design	3,834,879	77/914,794
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE FOODSERVICE Have a Taste & Design	3,834,856	77/914,589
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE FOODSERVICE HAVE A TASTE & Design (color)	3,834,858	77/914,596
PERFORMANCE FOOD GROUP, INC.	PFG CUSTOM MEATS & Design	3,600,747	76/690,164
PERFORMANCE FOOD GROUP, INC.	PFG ONESOURCE	4,189,017	85/337,322
PERFORMANCE FOOD GROUP, INC.	R Design	3,854,709	77/780,716
PERFORMANCE FOOD GROUP, INC.	REFYNE	3,518,665	77/518,087
PERFORMANCE FOOD GROUP, INC.	RIDGECREST CULINARY & Design	3,568,837	76/690,167
PERFORMANCE FOOD GROUP, INC.	ROMA	3,486,352	78/819,764
PERFORMANCE FOOD GROUP, INC.	ROVAS	3,851,280	77/780,718
PERFORMANCE FOOD GROUP, INC.	RYE STREET	3,848,960	77/910,967

PERFORMANCE FOOD GROUP, INC.	SILVER SOURCE	3,791,130	77/676,346
PERFORMANCE FOOD GROUP, INC.	WEST CREEK FRESH and design	3,555,759	76/690,165
PERFORMANCE FOOD GROUP, INC.	MAGELLAN	3,967,590	78/981,351
PERFORMANCE FOOD GROUP, INC.	DOMINION	4,126,545	85/219,723
PERFORMANCE FOOD GROUP, INC.	EL VALLE BLANCO	4,016,080	85/242,749
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE box design	3,834,859	77/914,603
PERFORMANCE FOOD GROUP, INC.	RYE STREET KETTLE COOKED CHIPS (and logo)	4,013,182	77/919,045
PERFORMANCE FOOD GROUP, INC.	STONEHOUSE	4,071,951	85/237,578
PERFORMANCE FOOD GROUP, INC.	GROWTH OUR HOUSE and Design	3,800,148	77/485,308

UNITED STATES INTENT-TO-USE TRADEMARK APPLICATIONS

Owner	Trademark	Reg. No.	Serial No.
PERFORMANCE FOOD GROUP, INC.	EMPIRE SEAFOOD	N/A	85/762,375
PERFORMANCE FOOD GROUP	EMPIRE SEAFOOD & Design	N/A	85/762,378
PERFORMANCE FOOD GROUP, INC.	FOODCENTRIC	N/A	85/807,832
PERFORMANCE FOOD GROUP, INC.	FOODCENTRIC & Design	N/A	85/807,862
PERFORMANCE FOOD GROUP	DAYBREAK	N/A	85/762,289
PERFORMANCE FOOD GROUP	DAYBREAK & Design	N/A	85/762,224
PERFORMANCE FOOD GROUP, INC.	MAGELLAN	N/A	78/920,844
PERFORMANCE FOOD GROUP, INC.	GREENBASIS	N/A	85/729,366
PERFORMANCE FOOD GROUP, INC.	GREEN BASIS & Design	N/A	85/762,099
PERFORMANCE FOOD GROUP, INC.	MAGELLAN	N/A	85/778,015
PERFORMANCE FOOD GROUP, INC.	MAGELLAN	N/A	85/778,042
PERFORMANCE FOOD GROUP, INC.	PATHPROVEN	N/A	85/824,286
PERFORMANCE FOOD GROUP, INC.	PATHPROVEN & Design	N/A	85/824,425
PERFORMANCE FOOD	PERFORMANCE	N/A	85/701,968

GROUP, INC.	CONNECT		
PERFORMANCE FOOD GROUP, INC.	PERFORMANCE HEALTHSOURCE	N/A	85/594,907
PERFORMANCE FOOD GROUP, INC.	PERFORMANCEEXPRESS	N/A	85/606,551
PERFORMANCE FOOD GROUP, INC.	RIDGECREST & Design	N/A	85/626,870
PERFORMANCE FOOD GROUP, INC.	WEST CREEK FRESH	N/A	85/839,618
PERFORMANCE FOOD GROUP, INC.	WEST CREEK & Design	N/A	85/626,867