

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384730

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Release (Reel:5760 / Frame: 0305) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------|----------|----------------|---------------------|
| Credit Suisse AG, as Collateral Agent | | 05/17/2016 | Bank: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Performance Food Group, Inc., as Grantor |
| Street Address: | 12500 West Creek Parkway |
| City: | Richmond |
| State/Country: | VIRGINIA |
| Postal Code: | 23238 |
| Entity Type: | Corporation: COLORADO |
| Name: | Afflink, LLC, a Delaware limited liability company, as Grantor |
| Street Address: | 1400 AFFLINK Place |
| City: | Tuscaloosa |
| State/Country: | ALABAMA |
| Postal Code: | 35406 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 39

| Property Type | Number | Word Mark |
|-----------------------------|----------|--|
| Registration Number: | 4459986 | GREENER PRODUCTS FOR A GREENER EARTH |
| Registration Number: | 4639786 | E&S DIRECT |
| Registration Number: | 4720836 | PATHPROVEN FOOD TRACE TECHNOLOGY PROOF I |
| Registration Number: | 4860745 | DOCK 19 |
| Registration Number: | 4860746 | HANDCRAFTED ALE DOCK 19 BEER BATTER |
| Serial Number: | 86297429 | GOOD TO GO |
| Serial Number: | 86510050 | PEAK PERFORMANCE |
| Serial Number: | 86529150 | PEAK FRESH PRODUCE |
| Serial Number: | 86551853 | ASCEND |
| Serial Number: | 86577621 | PEAK FRESH PRODUCE |
| Serial Number: | 86577627 | ALLEGIANCE |
| Serial Number: | 86584221 | SPARK |
| Serial Number: | 86584327 | SOLUTIONS THAT IGNITE SUCCESS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Serial Number: | 86584353 | SPARK |
| Serial Number: | 86592087 | DELECTABLES |
| Serial Number: | 86593267 | D DELECTABLES |
| Serial Number: | 86594013 | ASCEND |
| Serial Number: | 86599414 | A PLEDGE OF SUPERIORITY |
| Serial Number: | 86599452 | ALLEGIANCE PREMIUM PORK A PLEDGE OF SUPE |
| Serial Number: | 86599586 | SWEET ENCORE |
| Serial Number: | 86603217 | SNACK JAR |
| Serial Number: | 86603221 | SNACK JAR |
| Serial Number: | 86603225 | COOKOLOSSUS |
| Serial Number: | 86629322 | COOKIELOSSUS GIANT PAN CHOCOLATE CHUNK C |
| Serial Number: | 86629326 | FORGET ME NOT THE COOKIE THAT GIVES |
| Serial Number: | 86636610 | E SWEET ENCORE FINE DESSERTS |
| Serial Number: | 86751751 | ¡AL GUSTO! |
| Serial Number: | 86795014 | CONTIGO |
| Serial Number: | 86799109 | NATURE'S BEST DAIRY |
| Serial Number: | 86841197 | PERFECTLY SOUTHERN |
| Serial Number: | 86862945 | NATURE'S BEST DAIRY |
| Serial Number: | 86887983 | CONTIGO SABOR AUTÉNTICO |
| Registration Number: | 2974770 | |
| Registration Number: | 1589150 | PREMIUM RECIPE |
| Registration Number: | 4872629 | BUONAMICI |
| Registration Number: | 4717163 | PATHPROVEN |
| Registration Number: | 1922268 | HARVEST GOLD |
| Serial Number: | 86696727 | ELEVATE |
| Registration Number: | 4908148 | E8 |

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Ken Tan |
| SIGNATURE: | /Michael Barys/ |
| DATE SIGNED: | 05/18/2016 |

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 17, 2016 (the “Effective Date”), is made by CREDIT SUISSE AG, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of May 14, 2013, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of March 28, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;


WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 29, 2016 at Reel/Frame 5760/0305;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest arising under the Security Agreement and the Trademark Security Agreement in and to each Grantor’s Trademarks, including the trademark registrations and applications set forth in Schedule A attached hereto. If and to the extent that the Agent has acquired any right, title or interest in and to Grantor’s Trademarks under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.


IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, acting in its capacity as
Collateral Agent for the Lenders**

By:  _____

Name: JUDITH SMITH
AUTHORIZED SIGNATORY

Title:

By:  _____

Name: Max Wallins
Authorized Signatory

Title:

GRANTORS:

Performance Food Group, Inc.
Afflink, LLC

Schedule A

1. Trademarks Owned by Performance Food Group, Inc.

| Owner | Trademark | Registration No. | Application No. |
|------------------------------|--|-------------------------|------------------------|
| Performance Food Group, Inc. | GREENER PRODUCTS FOR A GREENER EARTH | 4,459,986 | 85729370 |
| Performance Food Group, Inc. | E&S DIRECT and Design | 4,639,786 | 86121312 |
| Performance Food Group, Inc. | PATHPROVEN FOOD TRACE TECHNOLOGY PROOF IS IN THE PATH and Design | 4,720,836 | 85983406 |
| Performance Food Group, Inc. | DOCK 19 | 4,860,745 | 86390867 |
| Performance Food Group, Inc. | HANDCRAFTED ALE DOCK 19 BEER BATTER and Design | 4,860,746 | 86390870 |
| Performance Food Group, Inc. | GOOD TO GO | N/A | 86297429 |
| Performance Food Group, Inc. | PEAK PERFORMANCE | N/A | 86510050 |
| Performance Food Group, Inc. | PEAK FRESH PRODUCE | N/A | 86529150 |
| Performance Food Group, Inc. | ASCEND | N/A | 86551853 |
| Performance Food Group, Inc. | PEAK FRESH PRODUCE and Design | N/A | 86577621 |
| Performance Food Group, Inc. | ALLEGIANCE | N/A | 86577627 |
| Performance Food Group, Inc. | SPARK | N/A | 86584221 |
| Performance Food Group, Inc. | SOLUTIONS THAT IGNITE SUCCESS | N/A | 86584327 |
| Performance Food Group, Inc. | SPARK and Design | N/A | 86584353 |
| Performance Food Group, Inc. | DELECTABLES | N/A | 86592087 |
| Performance Food Group, Inc. | D DELECTABLES and Design | N/A | 86593267 |
| Performance Food Group, Inc. | ASCEND and Design | N/A | 86594013 |
| Performance Food Group, Inc. | A PLEDGE OF SUPERIORITY | N/A | 86599414 |

| Owner | Trademark | Registration No. | Application No. |
|------------------------------|--|-------------------------|------------------------|
| Performance Food Group, Inc. | ALLEGIANCE PREMIUM PORK A PLEDGE OF SUPERIORITY and Design | N/A | 86599452 |
| Performance Food Group, Inc. | SWEET ENCORE | N/A | 86599586 |
| Performance Food Group, Inc. | SNACK JAR and Design | N/A | 86603217 |
| Performance Food Group, Inc. | SNACK JAR | N/A | 86603221 |
| Performance Food Group, Inc. | COOKOLOSSUS | N/A | 86603225 |
| Performance Food Group, Inc. | COOKIELOSSUS GIANT PAN CHOCOLATE CHUNK COOKIE and Design | N/A | 86629322 |
| Performance Food Group, Inc. | FORGET ME NOT THE COOKIE THAT GIVES and Design | N/A | 86629326 |
| Performance Food Group, Inc. | E SWEET ENCORE FINE DESSERTS and Design | N/A | 86636610 |
| Performance Food Group, Inc. | ¡AL GUSTO! | N/A | 86751751 |
| Performance Food Group, Inc. | CONTIGO | N/A | 86795014 |
| Performance Food Group, Inc. | NATURE'S BEST DAIRY | N/A | 86799109 |
| Performance Food Group, Inc. | PERFECTLY SOUTHERN | N/A | 86841197 |
| Performance Food Group, Inc. | NATURE'S BEST DAIRY & Logo | N/A | 86862945 |
| Performance Food Group, Inc. | CONTIGO SABOR AUTÉNTICO LOGO | N/A | 86887983 |
| Performance Food Group, Inc. | MISCELLANEOUS DESIGN | 2,974,770 | 76573711 |
| Performance Food Group, Inc. | PREMIUM RECIPE | 1,589,150 | 73813624 |
| Performance Food Group, Inc. | BUONAMICI | 4,872,629 | 86078423 |
| Performance Food Group, Inc. | PATHPROVEN | 4,717,163 | 85983405 |
| Performance Food Group, Inc. | HARVEST GOLD | 1,922,268 | 74576096 |

2. Trademarks Owned by Afflink, LLC

| Owner | Trademark | Registration No. | Application No. |
|--------------|------------------|-------------------------|------------------------|
| Afflink, LLC | ELEVATE | N/A | 86696727 |
| Afflink, LLC | E8 and Design | 4908148 | 86696840 |