

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dairyland USA Corporation		07/01/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp.		
<b>Street Address:</b>	1251 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2416637	THE CHEFS' WAREHOUSE	
Registration Number:	2452543	SPOLETO	
Registration Number:	1407847	GRAND RESERVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127562388		
<b>Email:</b>	daniel.angel@srz.com		
<b>Correspondent Name:</b>	Daniel Angel, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Daniel Angel, Esq. (026033/0104)		
<b>Signature:</b>	/sas for da/		
<b>Date:</b>	07/06/2005		

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Total Attachments: 3  
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ASSIGNMENT FOR SECURITY  
DAIRYLAND USA CORPORATION  
(TRADEMARKS)

WHEREAS, Dairyland USA Corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of July 1, 2005 (the "Security Agreement"), in favor of Fortress Credit Corp., as agent for itself and certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of itself and the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge to the Assignee and grants to the Assignee for the benefit of itself and the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 1, 2005.

DAIRYLAND USA CORPORATION

By: \_\_\_\_\_



Name: Dean Facatselis  
Title: Vice President

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

<u>Trademark</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
The Chefs' Warehouse	2,416,637	26-12-2000	On or before 26-12-2010
Spoletto	2,452,543	15-05-2001	On or before 22-05-2011
Grand Reserve & Design	1,407,847	02-09-1986	On or before 02-09-2006