

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
Dairyland, USA Corporation		04/15/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	One Chase Square
Internal Address:	Tower 25
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14643
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2416637	THE CHEFS' WAREHOUSE
Registration Number:	2452543	SPOLETO
Registration Number:	1407847	GRAND RESERVE
Registration Number:	3206633	ZOCOCAO
Registration Number:	3002843	ZOCOCAO
Registration Number:	3697104	PATISSE FINE PASTRY INGREDIENTS
Registration Number:	3541721	PATISSE

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-788-8523
 Email: HWRITM@hunton.com
 Correspondent Name: Edward T. White - Hunton & Williams LLP
 Address Line 1: 951 East Byrd Street

CH \$190.00 2416637

Address Line 2: Riverfront Plaza - East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64226.23
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	04/22/2010

Total Attachments: 3
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ASSIGNMENT FOR SECURITY

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 IA, 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 Pledge and Security Agreement, dated as of April 15, 2010 (the "Security Agreement"), in favor of JPMorgan Chase Bank, N.A., 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; provided that, in the event of any conflict between the provisions of this Assignment for Security and the provisions of the Security Agreement, the provisions of the Security Agreement shall control.

TRADEMARK

REEL: 004190 FRAME: 0684

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 15, 2010.

DAIRYLAND USA CORPORATION

By: Kenneth Clark
Name: KENNETH CLARK
Title: CFO

STATE OF Connecticut

COUNTY OF Fairfield SS.:

On this 15th day of April, 2010 before me personally came Kenneth Clark, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFO of Dairyland USA Corporation, a Corporation, and that s/he executed the foregoing instrument in the firm name of Dairyland USA Corporation and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]

CHUXIAO MALDONADO
Notary Public
Connecticut
My Commission Expires Dec 31, 2011

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

<u>Trademark</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
1. The Chefs' Warehouse	2,416,637	26-12-2000	On or before 26-12-2010
2. Spoleto	2,452,543	15-05-2001	On or before 22-05-2011
3. Grand Reserve & Design	1,407,847	02-09-1986	On or before 02-09-2006
4. Zococao & Design	3,206,633		On or Before 06-02-2013
5. Zococao	3,002,843		On or Before 27-09-2011
6. Patisse & Design	3,697,104	13-10-2009	On or Before 13-10-2019
7. Patisse	3,541,721	02-12-2008	On or Before 02-12-2018

The Soprano trademark is also used pursuant to the License and Transfer Agreement dated June 20, 2003 with Soprano Specialty Foods Corp.