

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bel Canto Foods, LLC		10/22/2010	LIMITED LIABILITY COMPANY: NEW YORK
Dairyland USA Corporation		10/22/2010	CORPORATION: NEW YORK
The Chefs' Warehouse, LLC		10/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
The Chefs' Warehouse of Florida, LLC		10/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
The Chefs' Warehouse West Coast, LLC		10/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
Chefs' Warehouse Parent, LLC		10/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
Chefs' Warehouse Holdings, LLC		10/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1508403	BELARIA	
Registration Number:	3491990	ST. LUC	
Registration Number:	2438333	ST. LUC	
Registration Number:	2016132	PIER FRANCO	
Registration Number:	1407847	GRAND RESERVE	

CH \$290.00 1508403

900174665

TRADEMARK
 REEL: 004302 FRAME: 0644

Registration Number:	3541721	PATISSE
Registration Number:	3697104	PATISSE FINE PASTRY INGREDIENTS
Registration Number:	3539456	THE CHEFS' WAREHOUSE
Registration Number:	3206633	ZOCOCAO
Registration Number:	3002843	ZOCOCAO
Registration Number:	2452543	SPOLETO

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-326-3939
 Email: NYTEF@JONESDAY.COM
 Correspondent Name: JONES DAY
 Address Line 1: 222 East 41st Street
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	175274-635045
NAME OF SUBMITTER:	Jonathan H. Goren
Signature:	/Jonathan H. Goren/
Date:	10/22/2010

Total Attachments: 6
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Trademark Security Agreement

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of October 22, 2010, by Bel Canto Foods, LLC, a New York limited liability company (“Bel Canto”), Dairyland USA Corporation, a New York corporation (“Dairyland”), The Chefs’ Warehouse, LLC, a Delaware limited liability company (“CW”), The Chefs’ Warehouse of Florida, LLC, a Delaware limited liability company (“CW Florida”), The Chefs’ Warehouse West Coast, LLC, a Delaware limited liability company (“CW West Coast”) and Chefs’ Warehouse Parent, LLC, Delaware limited liability company (“CW Intermediate Holdings”, and together with Bel Canto, Dairyland, CW, CW Florida and CW West Coast, collectively, the “Borrowers”) and each Guarantor listed on Schedule 1 hereto (collectively, the “Original Guarantors,” together with the Borrowers, the “Pledgors”), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement, dated as of the date hereof (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent 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. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable 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 following Pledged Collateral of such Pledgor (collectively, the “Trademark Collateral”):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding the foregoing, no pledge or grant of a lien on or security interest in any application for a Trademark filed on an "intent to use" basis shall be included in the Trademark Collateral until the filing and acceptance of a bona fide statement of use with respect to such application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral 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. 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 unless the Collateral Agent shall otherwise determine.


SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the Security Agreement, upon written request of the Borrowers, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks granted under this Trademark Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

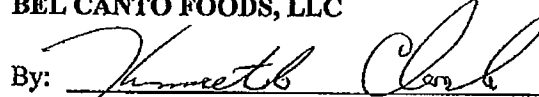
[SIGNATURE PAGE FOLLOWS]

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

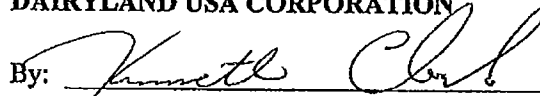
CHEFS' WAREHOUSE HOLDINGS, LLC,

By: 
Name: Kenneth Clark
Title: Chief Financial Officer

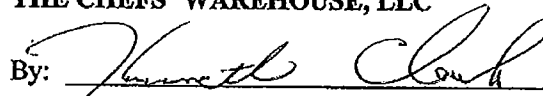
BEL CANTO FOODS, LLC

By: 
Name: Kenneth Clark
Title: Chief Financial Officer

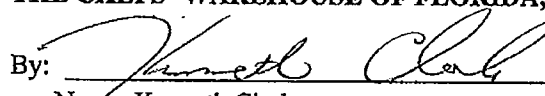
DAIRYLAND USA CORPORATION

By: 
Name: Kenneth Clark
Title: Chief Financial Officer

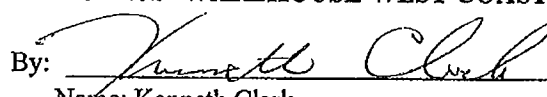
THE CHEFS' WAREHOUSE, LLC

By: 
Name: Kenneth Clark
Title: Chief Financial Officer

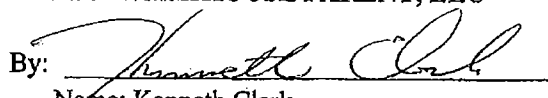
THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: 
Name: Kenneth Clark
Title: Chief Financial Officer

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: 
Name: Kenneth Clark
Title: Chief Financial Officer

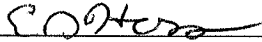
CHEFS' WAREHOUSE PARENT, LLC

By: 
Name: Kenneth Clark
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC

as Collateral Agent

By: 

Name: **E.J. Hess**

Title: **Managing Director**

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
CHEFS' WAREHOUSE HOLDINGS, LLC	100 East Ridge Road Ridgefield, CT 06877

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER / REGISTRATION DATE</u>	<u>TRADEMARK</u>
BEL CANTO FOODS, LLC	1508403 11-OCT-1988	BELARIA
BEL CANTO FOODS, LLC	3491990 26-AUG-2008	ST. LUC
BEL CANTO FOODS, LLC	2438333 27-MAR-2001	ST. LUC
BEL CANTO FOODS, LLC	2016132 12-NOV-1996	PIER FRANCO
DAIRYLAND USA CORPORATION	1407847 02-SEP-1986	GRAND RESERVE
DAIRYLAND USA CORPORATION	3541721 02-DEC-2008	PATISSE
DAIRYLAND USA CORPORATION	3697104 13-OCT-2009	PATISSE FINE PASTRY INGREDIENTS
DAIRYLAND USA CORPORATION	3539456 02-DEC-2008	THE CHEFS' WAREHOUSE
DAIRYLAND USA CORPORATION	3206633 06-FEB-2007	ZOCOCAO
DAIRYLAND USA CORPORATION	3002843 27-SEP-2005	ZOCOCAO
DAIRYLAND USA CORPORATION	2452543 22-MAY-2001	SPOLETO

Domain Name: chefswarehouse.com, owner Dairyland USA Corporation

Trademark Applications:

None.