

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks Recorded at Reel/Frame 3116/0708								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Fortress Credit Corp.</td> <td></td> <td>10/28/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Fortress Credit Corp.		10/28/2010	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Fortress Credit Corp.		10/28/2010	LIMITED LIABILITY COMPANY: DELAWARE						
<b>RECEIVING PARTY DATA</b>									
Name:	Dairyland USA Corp.								
Street Address:	1300 Biele Avenue								
City:	Bronx								
State/Country:	NEW YORK								
Postal Code:	11530								
Entity Type:	CORPORATION: NEW YORK								
<b>PROPERTY NUMBERS Total: 3</b>									
Property Type	Number	Word Mark							
Registration Number:	1407847	GRAND RESERVE							
Registration Number:	2416637	THE CHEFS' WAREHOUSE							
Registration Number:	2452543	SPOLETO							
<b>CORRESPONDENCE DATA</b>									
Fax Number:	(312)862-2200								
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>								
Phone:	312-862-3865								
Email:	christine.casey@kirkland.com								
Correspondent Name:	Kirkland & Ellis LLP								
Address Line 1:	300 N. LaSalle Street, 28th Floor								
Address Line 2:	c/o Christine Casey								
Address Line 4:	Chicago, ILLINOIS 60654								
<b>ATTORNEY DOCKET NUMBER:</b>	42261-6 CAC								
<b>NAME OF SUBMITTER:</b>	Christine Casey								

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900176115

**TRADEMARK**  
 REEL: 004420 FRAME: 0102

Signature:	/Christine Casey/
Date:	11/22/2010
Total Attachments: 2 source=Dairyland IP Release#page1.tif source=Dairyland IP Release#page2.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of October \_\_, 2010 ("Effective Date") in favor of Dairyland USA Corp. ("Grantor") by Fortress Credit Corp. (the "Administrative Agent").

**WHEREAS**, Grantor and the Administrative Agent entered into that certain Security Agreement by and between Grantor, the Administrative Agent and the other parties thereto dated July 1, 2005 (the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, Grantor granted to the Administrative Agent a security interest in certain intellectual property and, in connection therewith, entered into that certain Assignment for Security (Trademarks) dated July 1, 2005 (the "Assignment for Security") for the purpose of recording such security interest with respect to the trademarks set forth on Schedule A hereto (as further defined in the Assignment for Security, the "Collateral") with the United States Patent and Trademark Office;

**WHEREAS**, the Assignment for Security was recorded with the United States Patent and Trademark Office on July 6, 2005, at Reel 3116, Frame 0708; and

**WHEREAS**, Grantor has fulfilled and paid in full all of its outstanding obligations and indebtedness to the Administrative Agent.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and all other lenders (i) terminates the Assignment for Security, (ii) terminates, cancels and forever releases and discharges any and all security interests it has against the Collateral, and (iii) re-assigns to Grantor any right, title and interest it may have, if any, in, to and under the Collateral to Grantor.

The Administrative Agent shall, at Grantor's expense, take all further actions, and provide to Grantor, its 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 Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \* \* \*

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

Fortress Credit Corp.  
By: \_\_\_\_\_  
Name: CONSTANTINE M. DAKOLIAS  
Title: PRESIDENT

## SCHEDULE A

Trademark	Database	Reg. No./Date
GRAND RESERVE & Design	U.S. Federal	1407847 02-SEP-1986
THE CHEFS' WAREHOUSE	U.S. Federal	2416637 26-DEC-2000
SPOLETO	U.S. Federal	2452543 22-MAY-2001