

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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		08/02/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	One Chase Square, Tower-25		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14623		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3539456	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	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)888-4190		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	4048884267		
<b>Email:</b>	dcorey@hunton.com		
<b>Correspondent Name:</b>	Hunton & Williams LLP		
<b>Address Line 1:</b>	600 Peachtree Street NE, Suite 4100		
<b>Address Line 2:</b>	c/o Deborah Corey		

CH \$190.00 3539456

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER: 64226.23

NAME OF SUBMITTER: Deborah Corey

Signature: /Deborah Corey/

Date: 08/03/2011

**Total Attachments: 3**

source=Dairyland Tdmk Agmt#page1.tif

source=Dairyland Tdmk Agmt#page2.tif

source=Dairyland Tdmk Agmt#page3.tif

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Dairyland USA Corporation, a New York corporation, located at 100 East Ridge Road, Ridgefield, CT 06877 (the "Assignor") owns the trademarks and service marks listed on the annexed Schedule I, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 2, 2011 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among Assignor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as agent for itself and certain lenders (the "Assignee"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, pursuant to the Security Agreement, the Assignor has 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;

WHEREAS, pursuant to the Security Agreement, Assignor is required to execute and deliver to Administrative Agent, for itself and the benefit of the Lenders, this Trademark 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 first priority security interest in all of Assignor's right, title and interest in, to and under the Collateral, to secure the prompt payment, performance and, for the benefit of itself and the Lenders, observance of the Obligations; provided however that no security interest shall be granted in any Trademark application filed on an intent to use basis until such time as a statement of use has been filed and accepted by the U.S. Patent and Trademark Office.

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 Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

DAIRYLAND USA CORPORATION

By: 

Name: Kenneth Clark

Title: Chief Financial Officer

SCHEDULE I

<u>Trademark</u>	<u>Reg No.</u>	<u>Reg. Date</u>
1. The Chefs' Warehouse	3,539,456	12/02/2008
2. Spoleto	2,452,543	05/22/2001
3. Grand Reserve & Design	1,407,847	09/02/1986
4. Zococao & Design	3,206,633	02/06/2007
5. Zococao	3,002,843	09/27/2005
6. Patisse Fine Pastry Ingredients	3,697,104	10/13/2009
7. Patisse	3,541,721	12/02/2008

Trademark Security Agreement (Dairyland)  
36145947

64226.000023 EMF\_US 36145847v3

**RECORDED: 08/03/2011**

**TRADEMARK  
REEL: 004596 FRAME: 0833**