

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alan Lee Winters		04/04/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Chefs' Warehouse Holdings, LLC		
Street Address:	100 East Ridge Road		
City:	Ridgefield		
State/Country:	CONNECTICUT		
Postal Code:	06877		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3621367	THE RIGHT SCALLOPS	
Registration Number:	3621359	THE RIGHT SHRIMP	
Registration Number:	3621372	THE RIGHT SQUID	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Robert L. Brewer		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	118736-100		
NAME OF SUBMITTER:	Robert L. Brewer		

CH \$90.00 3621367

Signature:	/Robert L. Brewer/
Date:	09/14/2011
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of this 4 day of April, 2011, by and between Alan Lee Winters, an individual ("Assignor"), and Chefs' Warehouse Holdings, LLC a Delaware limited liability company ("Assignee"). Assignor and Assignee are each referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor exclusively owns all rights, title, and interest in and to certain registered trademarks identified on Schedule L attached hereto and incorporated by this reference (hereinafter referred to as the "Marks"); and

WHEREAS, Assignee desires to acquire all rights, title, and interest in and to the Marks; and

WHEREAS, the Parties desire to enter into this Assignment for the purposes of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the sum of Ten Dollars, paid contemporaneously herewith to Assignor in cash by Assignee, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of any business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents, and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.

3. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title, or interest in and to any of the Marks or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee, or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution, or any other transfer or exploitation of the Marks. Assignor shall discontinue all use of the Marks as of the date hereof.

4. If any term, provision, covenant, or condition of this Assignment, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

5. This Assignment is absolute, exclusive, and irrevocable.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed

to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

7. This Assignment shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware as executed and performed in that state without regard to conflicts-of-laws principles, and each party irrevocably consents to the exclusive jurisdiction of the state and federal courts of Delaware in connection with any action arising under this Assignment. Each party waives any right it may have to initiate, transfer, or change the venue of any litigation brought against it by the other party.

[Signature Page and Schedule to Follow this Page]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

ALAN LEE WINTERS

By: Alan Lee Winters
Name:

CHIEFS' WAREHOUSE HOLDINGS, LLC

By: [Signature]
Name:
Title:

Schedule 1

Trademarks

U.S. Registered Trademarks

THE RIGHT SCALLOPS – Registration Number 3,621,367

THE RIGHT SHRIMP – Registration Number 3,621,359

THE RIGHT SQUID – Registration Number 3,621,372