

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Chefs' Warehouse West Coast, LLC		12/23/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Chefs' Warehouse, Inc.
Street Address:	100 East Ridge Road
City:	Ridgefield
State/Country:	CONNECTICUT
Postal Code:	06877
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2302301	PROVVISTA
Registration Number:	2545651	PROVVISTA
Registration Number:	2984712	PROVVISTA
Registration Number:	2343089	PROVVISTA
Registration Number:	2525630	PROVVISTA
Registration Number:	2980621	PROVVISTA
Registration Number:	2319436	PROVVISTA
Registration Number:	3431682	ARGONAUT
Registration Number:	2304369	
Registration Number:	2518025	
Registration Number:	3000019	
Registration Number:	2309409	
Registration Number:	2520685	
Registration Number:	2980620	

TRADEMARK

Registration Number: 2306288

CORRESPONDENCE DATA

Fax Number: (347)342-3844

Phone: 347 620 5291

Email: eric@adlervermillion.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Eric Adler

Address Line 1: 68 Jay St

Address Line 2: STE 201

Address Line 4: Brooklyn, NEW YORK 11201

ATTORNEY DOCKET NUMBER:

CW.ASSIGN.CWWESTTOCWI

NAME OF SUBMITTER:

Eric Adler

Signature:

/Eric Adler/

Date:

12/26/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This trademark assignment agreement (this "Agreement") is made as of 12/23/2011 between The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("Assignor") and The Chefs' Warehouse, Inc., a Delaware corporation ("Assignee").

WHEREAS Assignor is wholly owned by Chefs' Warehouse Parent, LLC, which is wholly owned by Assignee; and

WHEREAS Assignor and Assignee wish to take advantage of certain administrative efficiencies by consolidating their respective trademark portfolios under Assignee;

NOW THEREFORE for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Assignor hereby assigns to Assignee (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; (iii) all rights of action, powers and benefit thereto, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors, assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the marks or injury to the related goodwill; and, (iv) all goodwill of the business symbolized by any trademark. A list of registered trademarks, applications for trademark registration, and common law marks so assigned is attached hereto as Exhibit A.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and authorized in the manner appropriate to each as of the date first written above.

ASSIGNOR

THE CHEFS' WAREHOUSE WEST COAST, LLC

by its sole member CHEFS' WAREHOUSE PARENT, LLC

by its sole member THE CHEFS' WAREHOUSE, INC.

By 

Name: Kenneth Clark

Title: Chief Financial Officer

ASSIGNEE

THE CHEFS' WAREHOUSE, INC.

By 

Name: Kenneth Clark

Title: Chief Financial Officer

EXHIBIT A – ASSIGNED MARKS

Registration or Description	Registration Number
PROVVISTA	2302301
PROVVISTA	2545651
PROVVISTA	2984712
PROVVISTA	2343089
PROVVISTA	2525630
PROVVISTA	2980621
PROVVISTA	2319436
ARGONAUT	3431682
SUNFLOWER (design)	2304369
SUNFLOWER (design)	2518025
SUNFLOWER (design)	3000019
SUNFLOWER (design)	2309409
SUNFLOWER (design)	2520685
SUNFLOWER (design)	2980620
SUNFLOWER (design)	2306288
“SIMPLE AUTHENTIC FOOD” service mark	unregistered (common law)

Trademark Assignment Agreement
Exhibit A