

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Confirmatory Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Chefs' Warehouse, Inc.		04/17/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1508403	BELARIA
Registration Number:	2016132	PIER FRANCO
Registration Number:	3491990	ST. LUC
Registration Number:	2438333	ST. LUC
Registration Number:	1407847	GRAND RESERVE
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
Registration Number:	3431682	ARGONAUT
Registration Number:	2984712	PROVVISTA
Registration Number:	2980621	PROVVISTA

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Registration Number:	2545651	PROVVISTA
Registration Number:	2525630	PROVVISTA
Registration Number:	2319436	PROVVISTA
Registration Number:	2343089	PROVVISTA
Registration Number:	2302301	PROVVISTA
Registration Number:	2304369	
Registration Number:	2518025	
Registration Number:	3000019	
Registration Number:	2309409	
Registration Number:	2520685	
Registration Number:	2980620	
Registration Number:	2306288	
Registration Number:	3621367	THE RIGHT SCALLOPS
Registration Number:	3621359	THE RIGHT SHRIMP
Registration Number:	3621372	THE RIGHT SQUID
Serial Number:	85376018	CW
Serial Number:	85375998	CW
Registration Number:	4207443	CWI
Registration Number:	3937673	BLACK FALLS
Registration Number:	2553260	C COCCINELLE
Registration Number:	2550467	COCCINELLE
Registration Number:	2556562	COCCINELLE

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38460
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/

04/17/2013

Total Attachments: 5

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**AMENDED AND RESTATED
CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of April 17, 2013 by and from THE CHEFS' WAREHOUSE, INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (as defined in the Security Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC and The Chefs' Warehouse of Florida, LLC (collectively, the "Borrowers"), the Grantor, Chefs' Warehouse Parent, LLC ("CW Parent"), Michael's Finer Meats, LLC ("MFM"), Michael's Finer Meats Holdings, LLC ("MFMH") and The Chefs' Warehouse Midwest, LLC (collectively with the Grantor, CW Parent, MFM and MFMH, the "Loan Guarantors"), the Lenders and Grantee have entered into an Amended and Restated Credit Agreement, dated as of April 17, 2013 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrowers, the Initial Guarantors (as defined therein) and the purchasers signatories thereto (together with their successors and assigns, the "Prudential Purchasers") have entered into that certain Note Purchase and Guarantee Agreement, dated as of April 17, 2013 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement"), pursuant to which the Borrowers issued notes to the Prudential Purchasers.

WHEREAS, Grantor and the other Loan Guarantors have guaranteed the repayment of the Secured Obligations (as defined in the Security Agreement) owing to the Lenders (as defined in the Credit Agreement) pursuant to Article X of the Credit Agreement.

WHEREAS, the Initial Guarantors have guaranteed the repayment of the Secured Obligations (as defined in the Security Agreement) owing to the Prudential Purchasers pursuant to Section 15 of the Note Agreement.

WHEREAS, the Grantee, the Borrowers, Grantor and the other Loan Guarantors have entered into an Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor previously entered into (i) a Confirmatory Grant of Security Interest in United States Trademarks, dated as of April 25, 2012, and (ii) a Confirmatory Grant of Security Interest in United States Trademarks, dated as of December 12, 2012 (collectively, the "Existing Confirmatory Grants"), and wishes to affirm its obligations under the terms of each Existing Confirmatory Grant and wishes to amend and restate the terms of each Existing Confirmatory Grant.

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, the other Loan Documents and the

Financing Documents (as defined in the Note Agreement), all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement (as in effect on the date hereof).

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations (as defined in the Security Agreement) and (ii) all of the obligations and liabilities of the Borrowers and the Loan Guarantors under the Credit Agreement, the Note Agreement and the Notes (as defined in the Note Agreement). Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

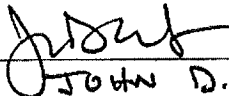
(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, but giving effect to federal laws applicable to national banks.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

THE CHEFS' WAREHOUSE, INC.

By: 
Name: JOHN D. AUSTIN
Title: CFO

AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK	REG. NO./APP NO.	REG./ FILING DATE
BELARIA	1,508,403	October 11, 1988
PIER FRANCO	2,016,132	November 12, 1996
ST. LUC	3,491,990	August 26, 2008
ST. LUC (stylized)	2,438,333	March 27, 2001
GRAND RESERVE & Design	1,407,847	September 2, 1986
PATISSE	3,541,721	December 2, 2008
PATISSE FINE PASTRY INGREDIENTS & Design	3,697,104	October 13, 2009
THE CHEFS' WAREHOUSE	3,539,456	December 2, 2008
ZOCOCAO & Design	3,206,633	February 6, 2007
ZOCOCAO	3,002,843	September 27, 2005
SPOLETO	2,452,543	May 22, 2001
ARGONAUT	3,431,682	May 20, 2008
PROVVISTA	2,984,712	August 16, 2005
PROVVISTA	2,980,621	August 2, 2005
PROVVISTA	2,545,651	March 12, 2002
PROVVISTA	2,525, 630	January 1, 2002
PROVVISTA	2,319,436	February 15, 2000
PROVVISTA	2,343,089	April 18, 2000

PROVVISTA	2,302,301	December 21, 1999
Sunflower Design	2,304,369	December 28, 1999
Sunflower Design	2,518,025	December 11, 2001
Sunflower Design	3,000,019	September 27, 2005
Sunflower Design	2,309,409	January 18, 2000
Sunflower Design	2,520,685	December 18, 2001
Sunflower Design	2,980,620	August 2, 2005
Sunflower Design	2,306,288	January 4, 2000
THE RIGHT SCALLOPS	3,621,367	May 19, 2009
THE RIGHT SHRIMP	3,621,359	May 19, 2009
THE RIGHT SQUID	3,621,372	May 19, 2009
CW	85376018	July 20, 2011
CW & Design	85375998	July 20, 2011
CWI	4207443	September 11, 2012
BLACK FALLS	3937673	March 29, 2011
C COCCINELLE	2553260	March 26, 2002
COCCINELLE	2550467	March 19, 2002
COCCINELLE	2556562	April 2, 2002