

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Qzina Specialty Foods, Inc.		05/31/2013	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3160569	CHOCOA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2149813400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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/		

CH \$40.00 3160569

Date:

07/10/2013

**Total Attachments: 4**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS 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 May 31, 2013 by and from QZINA SPECIALTY FOODS, INC., a Florida corporation (“Grantor”) to and in favor of JPMORGAN CHASE BANK, N.A., for itself and 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 Chefs’ Warehouse, Inc. (“Holdings”) and Chefs’ Warehouse Parent, LLC (“CW Parent”), the Lenders and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent and as Grantee, have entered into a Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013 (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, the Loan Guarantors have guaranteed the repayment of the Secured Obligations (as defined in the Security Agreement) owing to the Lenders 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 and the other Loan Guarantors have entered into an Amended and Restated Pledge and Security Agreement, dated as of April 25, 2012, as amended and restated as of April 17, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, Grantor, Qzina Specialty Foods North America (USA), Inc., QZ Acquisition (USA), Inc., The Chefs’ Warehouse Pastry Division, Inc., Qzina Specialty Foods (Ambassador), Inc. and Qzina Specialty Foods, Inc. (collectively, the “Joined Parties” and each, a “Joined Party”) have entered into joinder agreements of even date herewith pursuant to which the Joined Parties have become parties to the Credit Agreement and the Note Agreement

WHEREAS, the Joined Parties have entered into a Joinder Agreement of even date herewith pursuant to which the Joined Parties have become parties to the Security Agreement.

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.

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.

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

QZINA SPECIALTY FOODS, INC.

By:   
Name: Alexandros Aldous  
Title: Secretary

[Signature Page to Confirmatory Grant of Security Interest In United States Trademarks]

**TRADEMARK**  
**REEL: 005067 FRAME: 0149**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

NO.	MARK	REG. NO.	DATE REG.	STATUS
1.	CHOCOA	3,160,569	10/17/2006	REGISTERED