

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
Allen Brothers, Inc.		12/09/2013	CORPORATION: ILLINOIS
The Great Steakhouse Steaks LLC		12/09/2013	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Allen Brothers 1893, LLC
Street Address:	100 East Ridge Road
City:	Ridgefield
State/Country:	CONNECTICUT
Postal Code:	06877
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	75590715	PROMISE OF EXCELLENCE
Serial Number:	75291622	THE GREAT STEAKHOUSE STEAKS
Serial Number:	74690871	AWESOME COMBINATION
Serial Number:	74456119	PRIME PROTECTION
Serial Number:	75822396	ALLEN BROTHERS THE GREAT STEAKHOUSE STEA
Serial Number:	78572766	THE GREAT STEAKHOUSE PORK
Serial Number:	78870299	ALLEN BROTHERS
Serial Number:	78572777	THE GREAT STEAKHOUSE STEAK BURGERS
Serial Number:	78572776	THE GREAT STEAKHOUSE STEAK DOGS
Serial Number:	78572767	THE GREAT STEAKHOUSE LAMB
Serial Number:	78572762	THE GREAT STEAKHOUSE VEAL
Serial Number:	78529704	WE DELIVER CERTAINTY
Serial Number:	78407253	STEAKTOPIA AMERICA'S STEAK COMPANY

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Serial Number:	78393512	STEAKTOPIA
Serial Number:	77916218	RED MARBLE
Serial Number:	76431928	GO TO THE SOURCE
Serial Number:	77448910	EYE RIB STEAK
Serial Number:	74575050	AWESOME COMBINATION
Serial Number:	75822393	ALLEN BROTHERS
Serial Number:	78870325	ALLEN BROTHERS
Serial Number:	75590717	PROMISE OF EXCELLENCE

CORRESPONDENCE DATA

Fax Number:

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

Phone: 3476205291

Email: eric@adlervermillion.com

Correspondent Name: Eric Adler

Address Line 1: 45 Main St.

Address Line 4: Brooklyn, NEW YORK 11201

NAME OF SUBMITTER:	Eric Adler
Signature:	/Eric Adler/
Date:	12/27/2013

Total Attachments: 7

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made and entered into on December 11, 2013 and effective as of 12:01 a.m., EST, on December 9, 2013 (the "Effective Date"), by and among Allen Brothers, Inc., an Illinois corporation, The Great Steakhouse Steaks LLC, an Illinois limited liability company (collectively, "Assignor"), and Allen Brothers 1893, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), by and among Assignor, Assignee, 3737 S. Halsted, L.L.C., an Illinois limited liability company, 3801-3809 South Halsted, LLC, an Illinois limited liability company, 3753-3759 S. Halsted LLC, an Illinois limited liability company, 3801 S. Sangamon LLC, an Illinois limited liability company, the sole shareholder of Assignor identified in the Purchase Agreement, and The Chefs' Warehouse, Inc., a Delaware corporation;

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks, service marks, logos and trade names identified on Schedule 1 (the "Trademarks") and the Internet domain names identified on Schedule 2 ("Domain Names"), each of which is attached hereto and incorporated by this reference (the Trademarks and Marks hereinafter referred to collectively as the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment for the purposes of assigning all rights, title and interests in the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices, and any domain name registrar, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agrees as follows:

1. Assignor hereby transfers, conveys, assigns, sets over 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 the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, 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. Assignor shall immediately discontinue use of the Marks throughout the world in all forms and media. Further, Assignor shall not register or use any domain name or trademark that is confusingly similar to the Marks anywhere in the world in any forms and in any media.

2. With respect to the Domain Names, Assignor represents and warrants that the Domain Names have been duly registered with the registrar set forth on Schedule 2 (the

"Registrar") in the name of Assignor. Within ten (10) days after the Effective Date, Assignor will unlock the Domain Names and provide Assignee with the authorization code for the Domain Names. After receipt of the authorization code, Assignee will initiate the transfer of the Domain Names and Assignor shall respond within forty-eight (48) hours of receipt of any transfer request. Assignor shall make all reasonably necessary arrangements to ensure that the Registrar and registrar designated by Assignee can complete the transfer.

3. Without limiting the foregoing, from time to time on or after the date of this Assignment, Assignor agrees to assist Assignee and its successors and assigns, upon Assignee's request, to evidence, record and perfect the assignment herein and to secure, enforce, maintain, and defend the assigned rights. In the event Assignee is unable for any reason to secure Assignor's signature to any document that Assignee requests Assignor to execute under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly designated authorized officers and agents as Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. 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. To the extent that any of the Marks being assigned to Assignee hereunder are "intent-to-use" trademark applications, Assignor acknowledges and agrees that such Applications are being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Marks covered by such intent to use Applications will be used.

4. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in or 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.

5. All of the rights associated with the Marks and Domain Names shall be conveyed to Assignee free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever. The parties specifically agree that Assignor is not retaining any ownership, trademark, or other intellectual property right or any right, title or interest whatsoever in the Marks and Domain Names, and, upon execution, this Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Marks and Domain Names, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that after the Effective Date the Marks and Domain Names constitute the sole and exclusive property of Assignee.

6. 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, such provision shall be modified as necessary and 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.

7. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

8. This Assignment is absolute, exclusive and irrevocable.

9. In the event of any dispute under this Assignment, this Assignment will be construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of law principles

10. 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.

[Signature Page Follows]

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.

ASSIGNEE:

ALLEN BROTHERS 1893, LLC

By: Alexandros Aldous
Name: Alexandros Aldous
Its: Att

ASSIGNOR:

ALLEN BROTHERS, INC.

By: _____
Name: Todd Hatoff
Title: President

THE GREAT STEAKHOUSE STEAKS
LLC

By: _____
Name: Todd Hatoff
Title: Sole Manager

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.

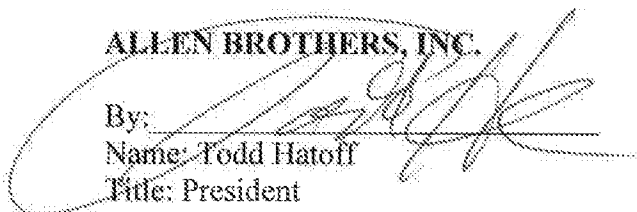
ASSIGNEE:

ALLEN BROTHERS 1893, LLC


By: _____
Name: _____
Its: _____

ASSIGNOR:

ALLEN BROTHERS, INC.

By: 
Name: Todd Hatoff
Title: President

**THE GREAT STEAKHOUSE STEAKS
LLC**

By: 
Name: Todd Hatoff
Title: Sole Manager

SCHEDULE 1

Trademarks

(a) U.S. Trademark Applications and Registrations

Owner	U.S. Trademark	Application No.	Filing Date	Registration No.	Registration Date
Seller	PROMISE OF EXCELLENCE (Class 35)	75/590,715	18-Nov-1998	2,396,415	17-Oct-2000
Seller	THE GREAT STEAKHOUSE STEAKS	75/291,622	14-May-1997	2,223,675	16-Feb-1999
Seller	AWESOME COMBINATION (Class 42)	74/690,871	19-Jun-1995	1,976,660	28-May-1996
Seller	PRIME PROTECTION (Stylized)	74/456,119	10-Nov-1993	1,861,160	01-Nov-1994
Seller	ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS	75/822,396	12-Oct-1999	2,733,674	08-Jul-2003
Seller	THE GREAT STEAKHOUSE PORK	78/572,766	23-Feb-2005	3,257,715	03-Jul-2007
Seller	ALLEN BROTHERS (Class 35)	78/870,299	26-Apr-2006	3,286,123	28-Aug-2007
Seller	THE GREAT STEAKHOUSE STEAK BURGERS	78/572,777	23-Feb-2005	3,138,149	05-Sep-2006
Seller	THE GREAT STEAKHOUSE STEAK DOGS	78/572,776	23-Feb-2005	3,191,186	02-Jan-2007
Seller	THE GREAT STEAKHOUSE LAMB	78/572,767	23-Feb-2005	3,279,366	14-Aug-2007
Seller	THE GREAT STEAKHOUSE VEAL	78/572,762	23-Feb-2005	3,257,714	03-Jul-2007
Seller	WE DELIVER CERTAINTY	78/529,704	09-Dec-2004	3,677,839	01-Sep-2009
Seller	STEAKTOPIA AMERICA'S STEAK COMPANY	78/407,253	23-Apr-2004	3,584,513	03-Mar-2009
Seller	STEAKTOPIA	78/393,512	30-Mar-2004	3,581,623	24-Feb-2009
Seller	RED MARBLE (Class 35)	77/916,218	20-Jan-2010	3,948,864	19-Apr-2011
Seller	GO TO THE SOURCE	76/431,928	18-Jul-2002	2,711,282	29-Apr-2003
Seller	EYE RIB STEAK	77/448,910	15-Apr-2008	4,031,915	27-Sep-2011
Seller	AWESOME COMBINATION (Class 29)	74/575,050	19-Sep-1994	1,965,120	02-Apr-1996
Seller	ALLEN BROTHERS (Class 29)	75/822,393	12-Oct-1999	2,703,418	08-Apr-2003
Seller	ALLEN BROTHERS (Class 29 & 30)	78/870,325	26-Apr-2006	3,297,650	25-Sep-2007
Seller	PROMISE OF EXCELLENCE	75/590,717	18-Nov-1998	2,358,671	13-Jun-2000

(b) Foreign Trademark Applications and Registrations

Owner	Foreign Trademark	Application No.	Filing Date	Registration No.	Registration Date
Seller	AB (Argentina)	2733195	12-Mar-2007	2245408	27-Aug-2008
Seller	ALLEN BROTHERS (Argentina)	2733194	12-Mar-2007	2216656	03-Mar-2008
Seller	THE GREAT STEAKHOUSE STEAKS	2733196	12-Mar-2007	2216789	04-Mar-2008

Owner	Foreign Trademark	Application No.	Filing Date	Registration No.	Registration Date
	(Argentina)				
Seller	ALLEN BROTHERS (Japan)	2007-007095	01-Jan-2007	5159655	15-Aug-2008
Seller	ALLEN BROTHERS (Australia)	1126232	26-Jul-2006	1126232	15-Oct-2009

(c) Unregistered Trademarks

Owner	Unregistered Trademark	Application No.	Filing Date	Registration No.	Registration Date
Seller	THE GREAT STEAKHOUSE LOBSTERS	78/572,780	23-Feb-2005	3,144,432 Cancelled	19-Sep-2006
Seller	THE GREAT STEAKHOUSE DESSERTS	78/572,779	23-Feb-2005	3,132,127 Cancelled	22-Aug-2006

(d) Abandoned Trademark

Owner	Abandoned Trademark	Serial No.	Status
Seller	ALLEN BROTHERS STEAK	77/708966	Trademark abandoned; to be reapplied for by Buyer post-Closing