

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300898

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allen Brothers 1893, LLC		04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3948864	RED MARBLE	
<b>Registration Number:</b>	4031915	EYE RIB STEAK	
<b>Registration Number:</b>	3286123	ALLEN BROTHERS	
<b>Registration Number:</b>	3297650	ALLEN BROTHERS	
<b>Registration Number:</b>	3257714	THE GREAT STEAKHOUSE VEAL	
<b>Registration Number:</b>	3257715	THE GREAT STEAKHOUSE PORK	
<b>Registration Number:</b>	3191186	THE GREAT STEAKHOUSE STEAK DOGS	
<b>Registration Number:</b>	3138149	THE GREAT STEAKHOUSE STEAK BURGERS	
<b>Registration Number:</b>	3279366	THE GREAT STEAKHOUSE LAMB	
<b>Registration Number:</b>	3677839	WE DELIVER CERTAINTY	
<b>Registration Number:</b>	3584513	STEAKTOPIA AMERICA'S STEAK COMPANY	
<b>Registration Number:</b>	3581623	STEAKTOPIA	
<b>Registration Number:</b>	2711282	GO TO THE SOURCE	
<b>Registration Number:</b>	2703418	ALLEN BROTHERS	
<b>Registration Number:</b>	2733674	ALLEN BROTHERS THE GREAT STEAKHOUSE STEA	
<b>Registration Number:</b>	2396415	PROMISE OF EXCELLENCE	
<b>Registration Number:</b>	2358671	PROMISE OF EXCELLENCE	
<b>Registration Number:</b>	2223675	THE GREAT STEAKHOUSE STEAKS	
<b>Registration Number:</b>	1976660	AWESOME COMBINATION	
<b>TRADEMARK</b>			

CH \$540.00 3948864

Property Type	Number	Word Mark
Registration Number:	1965120	AWESOME COMBINATION
Registration Number:	1861160	PRIME PROTECTION

**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/

**DATE SIGNED:** 04/09/2014

**Total Attachments: 5**

source=Allen Brothers Confirmatory Grant of Security Interest in US Trademarks#page1.tif

source=Allen Brothers Confirmatory Grant of Security Interest in US Trademarks#page2.tif

source=Allen Brothers Confirmatory Grant of Security Interest in US Trademarks#page3.tif

source=Allen Brothers Confirmatory Grant of Security Interest in US Trademarks#page4.tif

source=Allen Brothers Confirmatory Grant of Security Interest in US Trademarks#page5.tif

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 April 8, 2014 by and from ALLEN BROTHERS 1893, LLC, a Delaware limited liability company ("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 Chefs' Warehouse, Inc. ("Holdings"), Chefs' Warehouse Parent, LLC ("CW Parent"), Michael's Finer Meats, LLC ("MFM"), Michael's Finer Meats Holdings, LLC ("MFMH"), The Chefs' Warehouse Midwest, LLC ("Chefs' Midwest"), The Chefs' Warehouse Pastry Division, Inc. ("Chefs' Pastry"), QZ Acquisition (USA), Inc. ("QZ Acquisition"), Qzina Specialty Foods North America (USA), Inc. ("Qzina North America"), Qzina Specialty Foods, Inc., a Florida corporation ("Qzina Florida"), Qzina Specialty Foods, Inc., a Washington corporation ("Qzina Washington"), Qzina Specialty Foods (Ambassador), Inc. ("Qzina Ambassador"), CW LV Real Estate LLC ("CW Real Estate"), the Grantor and The Great Steakhouse Steaks, LLC (collectively with Holdings, CW Parent, MFM, MFMH, Chefs' Midwest, Chefs' Pastry, QZ Acquisition, Qzina North America, Qzina Florida, Qzina Washington, Qzina Ambassador, CW Real Estate and the Grantor, 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 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 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 April 17, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, 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 ACTIVE 200938961v.3

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.

ALLEN BROTHERS 1893, LLC

By: Alexandros Aldous  
Name: Alexandros Aldous  
Title: Secretary

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

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No./ App. Date	Reg. No./ Reg. Date
RED MARBLE  RED MARBLE	77916218 20-JAN-2010	3948864 19-APR-2011
EYE RIB STEAK  EYE RIB STEAK	77448910 15-APR-2008	4031915 27-SEP-2011
ALLEN BROTHERS  ALLEN BROTHERS	78870299 26-APR-2006	3286123 28-AUG-2007
ALLEN BROTHERS  ALLEN BROTHERS	78870325 26-APR-2006	3297650 25-SEP-2007
THE GREAT STEAKHOUSE VEAL  THE GREAT STEAKHOUSE VEAL	78572762 23-FEB-2005	3257714 03-JUL-2007
THE GREAT STEAKHOUSE PORK  THE GREAT STEAKHOUSE PORK	78572766 23-FEB-2005	3257715 03-JUL-2007
THE GREAT STEAKHOUSE STEAK DOGS  THE GREAT STEAKHOUSE STEAK DOGS	78572776 23-FEB-2005	3191186 02-JAN-2007
THE GREAT STEAKHOUSE STEAK BURGERS  THE GREAT STEAKHOUSE STEAK BURGERS	78572777 23-FEB-2005	3138149 05-SEP-2006
THE GREAT STEAKHOUSE LAMB  THE GREAT STEAKHOUSE LAMB	78572767 23-FEB-2005	3279366 14-AUG-2007

Mark	App. No./ App. Date	Reg. No./ Reg. Date
WE DELIVER CERTAINTY  WE DELIVER CERTAINTY	78529704 09-DEC-2004	3677839 01-SEP-2009
STEAKTOPIA AMERICA'S STEAK COMPANY  STEAKTOPIA AMERICA'S STEAK COMPANY	78407253 23-APR-2004	3584513 03-MAR-2009
STEAKTOPIA  STEAKTOPIA	78393512 30-MAR-2004	3581623 24-FEB-2009
GO TO THE SOURCE	76431928 18-JUL-2002	2711282 29-APR-2003
ALLEN BROTHERS	75822393 12-OCT-1999	2703418 08-APR-2003
ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS	75822396 12-OCT-1999	2733674 08-JUL-2003
PROMISE OF EXCELLENCE	75590715 18-NOV-1998	2396415 17-OCT-2000
PROMISE OF EXCELLENCE	75590717 18-NOV-1998	2358671 13-JUN-2000
THE GREAT STEAKHOUSE STEAKS	75291622 14-MAY-1997	2223675 16-FEB-1999
AWESOME COMBINATION	74690871 19-JUN-1995	1976660 28-MAY-1996
AWESOME COMBINATION	74575050 19-SEP-1994	1965120 02-APR-1996
PRIME PROTECTION PRIME PROTECTION	74456119 10-NOV-1993	1861160 01-NOV-1994