

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allen Brothers 1893, LLC		03/31/2016	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: 18			
Property Type	Number	Word Mark	
Registration Number:	2396415	PROMISE OF EXCELLENCE	
Registration Number:	2223675	THE GREAT STEAKHOUSE STEAKS	
Registration Number:	1976660	AWESOME COMBINATION	
Registration Number:	1861160	PRIME PROTECTION	
Registration Number:	2733674	ALLEN BROTHERS THE GREAT STEAKHOUSE STEA	
Registration Number:	3257715	THE GREAT STEAKHOUSE PORK	
Registration Number:	3286123	ALLEN BROTHERS	
Registration Number:	3138149	THE GREAT STEAKHOUSE STEAK BURGERS	
Registration Number:	3191186	THE GREAT STEAKHOUSE STEAK DOGS	
Registration Number:	3279366	THE GREAT STEAKHOUSE LAMB	
Registration Number:	3257714	THE GREAT STEAKHOUSE VEAL	
Registration Number:	3948864	RED MARBLE	
Registration Number:	2711282	GO TO THE SOURCE	
Registration Number:	4031915	EYE RIB STEAK	
Registration Number:	1965120	AWESOME COMBINATION	
Registration Number:	2703418	ALLEN BROTHERS	
Registration Number:	3297650	ALLEN BROTHERS	
Registration Number:	2358671	PROMISE OF EXCELLENCE	

OP \$465.00 2396415

CORRESPONDENCE DATA**Fax Number:** 2125215450

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

Phone: 212-521-5400**Email:** mpikser@reedsmith.com**Correspondent Name:** Meredith D. Pikser**Address Line 1:** 599 Lexington Avenue**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	505620
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NAME OF SUBMITTER:	Meredith D. Pikser
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SIGNATURE:	/Meredith D. Pikser/
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DATE SIGNED:	03/31/2016
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of this 31st day of March, 2016 by and between Allen Brothers 1893, LLC, a Delaware limited liability company ("Assignor"), and The Chefs' Warehouse, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole owner of a certain trademark registrations and the goodwill appurtenant thereto listed on Exhibit A attached hereto (the "Intellectual Property");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee all right, title, and interest in and to the Intellectual Property, along with the business to which the Intellectual Property pertains including, without limitation, the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property and the business to which the Intellectual Property pertains.

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

1. Assignment. Assignor hereby conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property including, without limitation, the goodwill appurtenant thereto and the business to which the Intellectual Property pertains and the right to sue for past, present and future infringement thereof.
2. Ownership. Assignor represents and warrants that: it is the owner of the entire right, title, and interest in and to the Intellectual Property; it has the right and power to assign ownership of the Intellectual Property; there are no other agreements with any other party in conflict with such assignment; and it knows of no third parties with prior rights that may threaten or otherwise validly challenge the rights assigned herein to the Intellectual Property.
3. Recordation. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and in relevant jurisdictions outside the United States to record and register this IP Assignment.
4. Further Assurances. From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other documents and instruments and take, or cause to be taken, all such other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

7. Modification and Waiver. None of the provisions of this IP Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut applicable to contracts executed and performed entirely within the State, without regard to the conflicts of laws rules thereof. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the District of Connecticut or any Connecticut State court for the purposes of enforcing this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

ALLEN BROTHERS 1893, LLC

By: Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel

THE CHEFS' WAREHOUSE, INC.

By: Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

TRADEMARKS

Trademark	Country	Status	Reg. No.	Reg. Date	Owner
PROMISE OF EXCELLENCE	United States	Registered	2,396,415	10/17/2000	Allen Brothers 1893, LLC
THE GREAT STEAKHOUSE STEAKS	United States	Registered	2,223,675	02/16/1999	Allen Brothers 1893, LLC
AWESOME COMBINATION	United States	Registered	1,976,660	05/28/1996	Allen Brothers 1893, LLC
PRIME PROTECTION	United States	Registered	1,861,160	11/01/1994	Allen Brothers 1893, LLC
ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS	United States	Registered	2,733,674	07/08/2003	Allen Brothers 1893, LLC
THE GREAT STEAKHOUSE PORK	United States	Registered	3,257,715	07/03/2007	Allen Brothers 1893, LLC
ALLEN BROTHERS	United States	Registered	3,286,123	08/28/2007	Allen Brothers 1893, LLC
THE GREAT STEAKHOUSE STEAK BURGERS	United States	Registered	3,138,149	09/05/2006	Allen Brothers 1893, LLC
THE GREAT STEAKHOUSE STEAK DOGS	United States	Registered	3,191,186	01/02/2007	Allen Brothers 1893, LLC
THE GREAT STEAKHOUSE LAMB	United States	Registered	3,279,366	08/14/2007	Allen Brothers 1893, LLC
THE GREAT STEAKHOUSE VEAL	United States	Registered	3,257,714	07/03/2007	Allen Brothers 1893, LLC

TRADEMARK

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RED MARBLE	United States	Registered	3,948,864	04/19/2011	Allen Brothers 1893, LLC
GO TO THE SOURCE	United States	Registered	2,711,282	04/29/2003	Allen Brothers 1893, LLC
EYE RIB STEAK	United States	Registered	4,031,915	09/27/2011	Allen Brothers 1893, LLC
AWESOME COMBINATION	United States	Registered	1,965,120	04/02/1996	Allen Brothers 1893, LLC
ALLEN BROTHERS	United States	Registered	2,703,418	04/08/2003	Allen Brothers 1893, LLC
ALLEN BROTHERS	United States	Registered	3,297,650	09/25/2007	Allen Brothers 1893, LLC
PROMISE OF EXCELLENCE	United States	Registered	2,358,671	06/13/2000	Allen Brothers 1893, LLC
THE GREAT STEAKHOUSE STEAKS	Argentina	Registered	2216789	03/04/2008	Allen Brothers 1893, LLC
ALLEN BROTHERS	Argentina	Registered	2216656	03/08/2008	Allen Brothers 1893, LLC
AB	Argentina	Registered	2245408	08/27/2008	Allen Brothers 1893, LLC
ALLEN BROTHERS	Japan	Registered	5159655	08/15/2008	Allen Brothers 1893, LLC
ALLEN BROTHERS	Australia	Registered	1126232	07/26/2006	Allen Brothers 1893, LLC