

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388800

<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>
The Chefs' Warehouse, Inc.		06/22/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 55</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3431682	ARGONAUT	
<b>Registration Number:</b>	1508403	BELARIA	
<b>Registration Number:</b>	3937673	BLACK FALLS	
<b>Registration Number:</b>	4207443	CWI	
<b>Registration Number:</b>	4582455	CW	
<b>Registration Number:</b>	4595133	CW	
<b>Registration Number:</b>	3160569	CHOCOA	
<b>Registration Number:</b>	2553260	C COCCINELLE	
<b>Registration Number:</b>	2550467	COCCINELLE	
<b>Registration Number:</b>	2556562	COCCINELLE	
<b>Registration Number:</b>	1407847	GRAND RESERVE	
<b>Registration Number:</b>	2016132	PIER FRANCO	
<b>Registration Number:</b>	2302301	PROVVISTA	
<b>Registration Number:</b>	2545651	PROVVISTA	
<b>Registration Number:</b>	2984712	PROVVISTA	
<b>Registration Number:</b>	2343089	PROVVISTA	
<b>Registration Number:</b>	2525630	PROVVISTA	
<b>Registration Number:</b>	2980621	PROVVISTA	
<b>Registration Number:</b>	2319436	PROVVISTA	

CH \$1390.00 3431682

Property Type	Number	Word Mark
Registration Number:	2452543	SPOLETO
Registration Number:	2438333	ST. LUC
Registration Number:	2304369	
Registration Number:	2518025	
Registration Number:	3000019	
Registration Number:	2309409	
Registration Number:	2520685	
Registration Number:	2980620	
Registration Number:	2306288	
Registration Number:	3539456	THE CHEFS' WAREHOUSE
Registration Number:	4380052	THE CHEFS' WAREHOUSE
Registration Number:	3621367	THE RIGHT SCALLOPS
Registration Number:	3621359	THE RIGHT SHRIMP
Registration Number:	3621372	THE RIGHT SQUID
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
Registration Number:	4776815	EUROGOURMET
Registration Number:	4776816	EUROGOURMET
Serial Number:	86695816	LAVAL
Serial Number:	86697119	ALLEN BROTHERS ANGUS

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

***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:** 312/876-7628

**Email:** linda.kastner@lw.com

**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins

**Address Line 1:** 330 N. Wabash Avenue

**Address Line 2:** Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

<b>NAME OF SUBMITTER:</b>	Linda Kastner
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<b>SIGNATURE:</b>	/lk/
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<b>DATE SIGNED:</b>	06/22/2016
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**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2016, is made by The Chefs' Warehouse, Inc. (the "Grantor"), in favor of Jefferies Finance LLC ("Jefferies"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 22, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Dairyland USA Corporation and Chefs' Warehouse Parent, LLC (the "Borrowers"), the Grantor, the other Loan Parties, the Lenders and Jefferies, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Pledge and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Pledge and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement 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.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles (other than sections 5 1401 and 5-1402 of the New York General Obligations Law). Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Trademark Security Agreement (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Trademark Security Agreement by, among other things, the mutual waivers and certifications in this section. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of any New York State court or federal court sitting in the County of New York and the Borough of Manhattan in respect of any claim, suit, action or proceeding arising out of or relating to this Trademark Security Agreement or any of the matters contemplated hereby.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between JPMorgan Chase Bank, N.A., as administrative agent for the ABL Secured Parties (as defined in the Intercreditor Agreement), Jefferies Finance LLC, as administrative agent and collateral agent for the Term Loan Secured Parties (as defined in the Intercreditor Agreement), and each of the Loan Parties party thereto (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**THE CHEFS' WAREHOUSE, INC.,**  
as Grantor

By: *Alexander Alders*  
Name: *Alexander Alders*  
Title: *General Counsel*

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005818 FRAME: 0507**

ACCEPTED AND AGREED  
as of the date first above written:

**JEFFERIES FINANCE LLC,**  
as Agent

By:  \_\_\_\_\_  
Name: Brian Buoye  
Title: Managing Director



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**US Federal Trademark Registrations**

	<b>Registered Marks</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1	ARGONAUT	3431682	May 20, 2008
2	BELARIA	1508403	October 11, 1988
3	BLACK FALLS	3937673	March 29, 2011
4	CWI	4207443	September 11, 2012
5	CW (word)	4582455	August 12, 2014
6	CW (logo)	4595133	September 2, 2014
7	CHOCOA	3160569	October 17, 2006
8	C COCCINELLE (design)	2553260	March 26, 2002
9	COCCINELLE	2550467	March 19, 2002
10	COCCINELLE	2556562	April 2, 2002
11	GRAND RESERVE	1407847	September 2, 1986
12	PIER FRANCO	2016132	November 12, 1996
13	PROVVISTA	2302301	December 21, 1999
14	PROVVISTA	2545651	March 12, 2002
15	PROVVISTA	2984712	August 16, 2005
16	PROVVISTA	2343089	April 18, 2000
17	PROVVISTA	2525630	January 1, 2002
18	PROVVISTA	2980621	August 2, 2005
19	PROVVISTA	2319436	February 15, 2000
20	SPOLETO	2452543	May 22, 2001
21	ST. LUC	2438333	March 27, 2001

22	[Sunflower Design]	2304369	December 28, 1999
23	[Sunflower Design]	2518025	December 11, 2001
24	[Sunflower Design]	3000019	September 27, 2005
25	[Sunflower Design]	2309409	January 18, 2000
26	[Sunflower Design]	2520685	December 18, 2001
27	[Sunflower Design]	2980620	August 2, 2005
28	[Sunflower Design]	2306288	January 4, 2000
29	THE CHEFS' WAREHOUSE (for food distribution)	3539456	December 2, 2008
30	THE CHEFS' WAREHOUSE (for retail)	4380052	August 6, 2013
31	THE RIGHT SCALLOPS	3621367	May 19, 2009
32	THE RIGHT SHRIMP	3621359	May 19, 2009
33	THE RIGHT SQUID	3621372	May 19, 2009
34	PROMISE OF EXCELLENCE	2396415	October 17, 2000
35	THE GREAT STEAKHOUSE STEAKS	2223675	February 16, 1999
36	AWESOME COMBINATION	1976660	May 28, 1996
37	PRIME PROTECTION	1861160	November 1, 1994
38	ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS	2733674	July 8, 2003
39	THE GREAT STEAKHOUSE PORK	3257715	July 3, 2007
40	ALLEN BROTHERS	3286123	August 28, 2007
41	THE GREAT STEAKHOUSE STEAK BURGERS	3138149	September 5, 2006
42	THE GREAT STEAKHOUSE STEAK DOGS	3191186	January 2, 2007
43	THE GREAT STEAKHOUSE LAMB	3279366	August 14, 2007
44	THE GREAT STEAKHOUSE VEAL	3257714	July 3, 2007
45	RED MARBLE	3948864	April 19, 2011

46	GO TO THE SOURCE	2711282	April 29, 2003
47	EYE RIB STEAK	4031915	September 27, 2011
48	AWESOME COMBINATION	1965120	April 2, 1996
49	ALLEN BROTHERS (Class 29)	2703418	April 8, 2003
50	ALLEN BROTHERS (class 29 & 30)	3297650	September 25, 2007
51	PROMISE OF EXCELLENCE	2358671	June 13, 2000
52	EUROGOURMET (word)	4776815	July 21, 2015
53	EUROGOURMET (design)	4776816	July 21, 2015

#### US Pending Federal Applications

Mark	Serial No.	File Date
LAVAL	86695816	Filed 7/16/2015
ALLEN BROTHERS ANGUS	86697119	Filed 7/17/2015