

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415028

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bed Bath & Beyond Inc.		01/27/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chef C Holdings LLC		
<b>Street Address:</b>	650 Liberty Avenue		
<b>City:</b>	Union		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07083		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2309932	CHEF CENTRAL	
<b>Registration Number:</b>	2306521	CHEF CENTRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9086547866		
<i>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.</i>			
<b>Phone:</b>	908-654-5000		
<b>Email:</b>	INFORMATIONSSPECIALISTS@LERNERDAVID.COM		
<b>Correspondent Name:</b>	LDLKM		
<b>Address Line 1:</b>	600 SOUTH AVENUE WEST		
<b>Address Line 4:</b>	WESTFIELD, NEW JERSEY 07090		
<b>NAME OF SUBMITTER:</b>	Ellen Walsh-Sobel		
<b>SIGNATURE:</b>	/ELLEN WALSH-SOBEL/		
<b>DATE SIGNED:</b>	02/06/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made as of January 27, 2017 (the "Effective Date") by and between Bed Bath & Beyond Inc., a New York corporation ("Assignor"), and Chef C Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor entered into that certain Asset Purchase Agreement dated as of January 27, 2017 by and among Assignor, Chef Central, Inc., a New Jersey corporation, Chef Central Holding Company, a New Jersey corporation, Chef Central of White Plains, Inc., a New York corporation and Principal (as such term is defined therein) (the "Asset Purchase Agreement"), pursuant to which, among other things, Chef Central Holding Company assigned to Assignor all of Chef Central Holding Company's right, title and interest in and to the trademarks, service marks, brands, certification marks, logos, trade dress, trade names and other similar indicia of source or origin listed on Schedule 1 ("Trademarks"), and all registrations, applications for registration and renewals of such Trademarks (collectively, "Assigned Trademarks"); and

WHEREAS, Assignor has agreed to transfer, assign and convey to Assignee, and Assignee has agreed to acquire from Assignor, the Assigned Trademarks.

NOW, THEREFORE, in consideration for the premises and mutual covenants, representations, warranties and agreements hereinafter set forth, Assignor and Assignee hereby agree as follows:

**1. ASSIGNMENT.** Assignor hereby assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, absolutely and forever, and Assignee hereby accepts the assignment, transfer, conveyance and delivery of, all of Assignor's right, title and interest, whether statutory or at common law, in and to the Assigned Trademarks, including all registrations and applications related thereto and all renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all of Assignor's right, title and interest in and to the goodwill represented and symbolized thereby or associated therewith and all rights derived therefrom, including but not limited to all income, royalties or payments due or payable as of the Effective Date or thereafter, including without limitation the right to sue for and collect damages in Assignee's name for past, present and future infringement or other unauthorized use of the Assigned Trademarks.

## **2. FURTHER ASSURANCES**

**2.1** Assignor hereby authorizes the U.S. Patent and Trademark Office and any official of any country or countries foreign to the United States whose duty it is to receive or register Trademarks or applications therefor, to record Assignee as the owner of the Assigned Trademarks, and to issue all registrations for the foregoing, to be in the name of Assignee, as

assignee of all of the Assigned Trademarks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment. For the avoidance of doubt, this Assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Trademarks, and to claim priority from those applications.

**2.2** Assignor hereby covenants and agrees that it will, at the cost and expense of such party or parties as the parties may mutually agree, upon the request of Assignee, execute and deliver, or cause to be executed or delivered, further assignments, instruments, and documents as Assignee may reasonably deem required or necessary for the purpose of establishing, registering, perfecting, evidencing, enforcing, protecting, or defending Assignee's complete, exclusive, and worldwide ownership of all rights, titles and interests of every kind and nature whatsoever in and to the Assigned Trademarks, and Assignor shall take any further actions that may be reasonably required or necessary to perfect the assignment, transfer and conveyance of the Assigned Trademarks hereunder, including, without limitation, execution of any assignment documents required to be recorded under the laws of any relevant foreign jurisdictions to perfect the assignment, transfer and conveyance hereunder, at the cost and expense of such party or parties as the parties may mutually agree. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at the cost and expense of such party or parties as the parties may mutually agree, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Assigned Trademarks.

**3. GOVERNING LAW.** This Assignment (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.


**4. COUNTERPARTS.** This Assignment may be executed in one or more counterparts, and by each party in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, .pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each party has caused this Assignment to be executed as of the Effective Date by its duly authorized representative.

**ASSIGNOR:**

BED BATH & BEYOND INC.

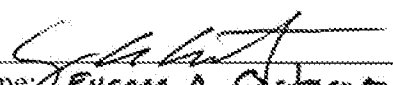
By:   
Name: Steven H. Temares  
Title: Chief Executive Officer

**ASSIGNEE:**



CHEF C HOLDINGS LLC

By: Bed Bath & Beyond Inc.  
Sole Member

By:   
Name: Eugene A. Castagnier  
Title: Chief Operating Officer

**Schedule 1**

- (a) U.S. Registration No. 2309932, for Chef Central's logo.
- (b) U.S. Registration No. 2306521, for the name "Chef Central."