

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chefs' Warehouse, Inc.		06/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	2122361	ATLANTIC ISLES	
Registration Number:	5932446		
Registration Number:	5808229		
Registration Number:	2140079	DOMAINE DE PROVENCE	
Registration Number:	2219770	FONDO DI ALBA	
Registration Number:	2148228	FONDO DI TOSCANA	
Registration Number:	2160855	FONDO DI TREBBIANO	
Registration Number:	2960120	GOURMET OUTLET OF AMERICA	
Registration Number:	2779823	HACCP - HAND PICKED FROM THE WORLD'S FIN	
Registration Number:	2096166	HANDPICKED FROM THE WORLD'S FINEST FARMS	
Registration Number:	2138504	HANDPICKED FROM THE WORLD'S FINEST FARMS	
Registration Number:	2596704	HANDPICKED FROM THE WORLD'S FINEST FARMS	
Registration Number:	3986623	HENRY'S KITCHEN	
Registration Number:	5783389	INSPIRATION DISCOVERED	
Registration Number:	3450553	INTERNATIONAL GALLERY OF CHEESE	
Registration Number:	2097889	JANSAL VALLEY	
Registration Number:	5932447	JANSAL VALLEY	
Registration Number:	5808228	JANSAL VALLEY	
Registration Number:	2133394	JANSAL VALLEY 1ST PICK	

OP \$1115.00 2122361

Property Type	Number	Word Mark
Registration Number:	3204454	JANSAL VALLEY 1ST PICK OF THE HARVEST
Registration Number:	4841762	JANSAL VALLEY FARM
Registration Number:	6014347	JANSAL VALLEY HERITAGE EST. 1914
Registration Number:	5783386	JANSAL VALLEY INSPIRATION DISCOVERED
Registration Number:	5944546	JANSAL VALLEY INSPIRATION DISCOVERED
Registration Number:	2152961	KILCHURN ESTATE
Registration Number:	2171412	KILCHURN ESTATE
Registration Number:	5670268	KILCHURN ESTATE
Registration Number:	2614310	L'ESSENCE DES FRUITS
Registration Number:	3309625	L'ESSENCE DU CHOCOLAT
Registration Number:	2577715	L'ESSENCE DU FROMAGE
Registration Number:	2503948	NA ZDOROVIA
Registration Number:	3353377	SAKURAUCHI SA
Registration Number:	5524513	SAKURAUCHI SA
Registration Number:	2110778	SID WAINER & SON
Registration Number:	2550725	SID WAINER & SON - HACCP
Registration Number:	3077352	SOUTHCOAST FARMS
Registration Number:	3218891	SOUTHCOAST FARMS
Registration Number:	5235003	SOUTHCOAST FARMS
Registration Number:	3994682	SUSTAINABLE FIELDS
Registration Number:	5104456	SUSTAINABLE FIELDS
Registration Number:	3484303	THE FRESH OLIVE COMPANY OF PROVENCE
Registration Number:	2441653	THE GOURMET OUTLET
Registration Number:	2740851	THE GOURMET OUTLET OF AMERICA
Registration Number:	5083911	WAINER FAMILY FARM

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

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	06/08/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of June 8, 2020, is made by The Chefs’ Warehouse, Inc., a Delaware corporation (the “Grantor”), in favor of Jefferies Finance LLC (“Jefferies”), in its capacity as 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 (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 22, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Dairyland USA Corporation, a New York corporation (“Dairyland”), and Chefs’ Warehouse Parent, LLC, a Delaware limited liability company (together with Dairyland, collectively the “Borrowers”), the Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Jefferies, as administrative agent and as Agent for the Lenders and the other Secured Parties, 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, dated as of June 22, 2016, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), to secure 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 the mutual 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:

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

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,

in each case of (a)-(d), excluding (i) any Trademark application filed on an intent-to-use basis until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office and (ii) any other Excluded Assets.

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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

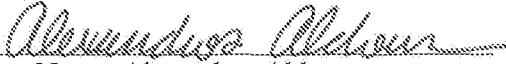
representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Trademark Security 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 BMO Harris Bank N.A., as administrative agent for the ABL Secured Parties (as defined in the Intercreditor Agreement) (after giving effect to the joinder to the Intercreditor Agreement, dated as of June 29, 2018), 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 (as defined in the Intercreditor Agreement) party thereto. 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: 
Name: Alexandros Aldous
Title: General Counsel, Corporate Secretary
and Chief Government Relations Officer

ACCEPTED AND AGREED
as of the date first above written:

JEFFERIES FINANCE LLC,
as Agent



By: Paul Chisholm

Name: Paul Chisholm
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

GRANTOR	TRADEMARK	APPLICATION NO. / APPLICATION DATE	REGISTRATION NO. / REGISTRATION DATE
THE CHEFS' WAREHOUSE, INC.	ATLANTIC ISLES	75115372 06-JUN-1996	2122361 16-DEC-1997
THE CHEFS' WAREHOUSE, INC.	Design Only 	87412385 14-APR-2017	5932446 10-DEC-2019
THE CHEFS' WAREHOUSE, INC.	Design Only 	87980914 14-APR-2017	5808229 16-JUL-2019
THE CHEFS' WAREHOUSE, INC.	DOMAINE DE PROVENCE	75105540 17-MAY-1996	2140079 03-MAR-1998
THE CHEFS' WAREHOUSE, INC.	FONDO DI ALBA	75205995 25-NOV-1996	2219770 19-JAN-1999
THE CHEFS' WAREHOUSE, INC.	FONDO DI TOSCANA	75108852 23-MAY-1996	2148228 31-MAR-1998
THE CHEFS' WAREHOUSE, INC.	FONDO DI TREBBIANO	75108127 22-MAY-1996	2160855 26-MAY-1998
THE CHEFS' WAREHOUSE, INC.	GOURMET OUTLET OF AMERICA	76410919 14-MAY-2002	2960120 07-JUN-2005
THE CHEFS' WAREHOUSE, INC.	HACCP - HAND PICKED FROM THE WORLD'S FINEST FARMS	75853882 19-NOV-1999	2779823 04-NOV-2003
THE CHEFS' WAREHOUSE, INC.	HANDPICKED FROM THE WORLD'S FINEST FARMS	75122129 19-JUN-1996	2096166 09-SEP-1997
THE CHEFS' WAREHOUSE, INC.	HANDPICKED FROM THE WORLD'S FINEST FARMS 	75201762 19-NOV-1996	2138504 24-FEB-1998

GRANTOR	TRADEMARK	APPLICATION NO. / APPLICATION DATE	REGISTRATION NO. / REGISTRATION DATE
THE CHEFS' WAREHOUSE, INC.	HANDPICKED FROM THE WORLD'S FINEST FARMS 	75882926 29-DEC-1999	2596704 23-JUL-2002
THE CHEFS' WAREHOUSE, INC.	HENRY'S KITCHEN	77929363 05-FEB-2010	3986623 28-JUN-2011
THE CHEFS' WAREHOUSE, INC.	INSPIRATION DISCOVERED	87980907 07-APR-2017	5783389 18-JUN-2019
THE CHEFS' WAREHOUSE, INC.	INTERNATIONAL GALLERY OF CHEESE	77176388 09-MAY-2007	3450553 17-JUN-2008
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY	75217974 24-DEC-1996	2097889 16-SEP-1997
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY	87412450 14-APR-2017	5932447 10-DEC-2019
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY	87980913 14-APR-2017	5808228 16-JUL-2019
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY 1ST PICK	75166181 16-SEP-1996	2133394 27-JAN-1998
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY 1ST PICK OF THE HARVEST	78500586 15-OCT-2004	3204454 30-JAN-2007
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY FARM	85914724 25-APR-2013	4841762 27-OCT-2015
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY HERITAGE EST. 1914 	88019236 28-JUN-2018	6014347 17-MAR-2020
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY INSPIRATION DISCOVERED	87980892 19-APR-2017	5783386 18-JUN-2019
THE CHEFS' WAREHOUSE, INC.	JANSAL VALLEY INSPIRATION DISCOVERED	87417149 19-APR-2017	5944546 24-DEC-2019
THE CHEFS' WAREHOUSE, INC.	KILCHURN ESTATE	75111979 31-MAY-1996	2152961 21-APR-1998
THE CHEFS' WAREHOUSE, INC.	KILCHURN ESTATE	75332426 29-JUL-1997	2171412 07-JUL-1998
THE CHEFS' WAREHOUSE, INC.	KILCHURN ESTATE	88009689 21-JUN-2018	5670268 05-FEB-2019

GRANTOR	TRADEMARK	APPLICATION NO. / APPLICATION DATE	REGISTRATION NO. / REGISTRATION DATE
THE CHEFS' WAREHOUSE, INC.	L'ESSENCE DES FRUITS	76172422 29-NOV-2000	2614310 03-SEP-2002
THE CHEFS' WAREHOUSE, INC.	L'ESSENCE DU CHOCOLAT	78853570 04-APR-2006	3309625 09-OCT-2007
THE CHEFS' WAREHOUSE, INC.	L'ESSENCE DU FROMAGE	76145741 12-OCT-2000	2577715 11-JUN-2002
THE CHEFS' WAREHOUSE, INC.	NA ZDOROVIA	76145742 12-OCT-2000	2503948 06-NOV-2001
THE CHEFS' WAREHOUSE, INC.	SAKURAUCHI S.A.	78579645 03-MAR-2005	3353377 11-DEC-2007
THE CHEFS' WAREHOUSE, INC.	SAKURAUCHI SA	87728575 20-DEC-2017	5524513 24-JUL-2018
THE CHEFS' WAREHOUSE, INC.	SID WAINER & SON	75198221 07-NOV-1996	2110778 04-NOV-1997
THE CHEFS' WAREHOUSE, INC.	SID WAINER & SON - HACCP	75853686 19-NOV-1999	2550725 19-MAR-2002
THE CHEFS' WAREHOUSE, INC.	SOUTHCOAST FARMS	78239238 17-APR-2003	3077352 04-APR-2006
THE CHEFS' WAREHOUSE, INC.	SOUTHCOAST FARMS	78657933 24-JUN-2005	3218891 13-MAR-2007
THE CHEFS' WAREHOUSE, INC.	SOUTHCOAST FARMS	87024780 04-MAY-2016	5235003 04-JUL-2017
THE CHEFS' WAREHOUSE, INC.	SUSTAINABLE FIELDS	77929414 05-FEB-2010	3994682 12-JUL-2011
THE CHEFS' WAREHOUSE, INC.	SUSTAINABLE FIELDS	87025048 04-MAY-2016	5104456 20-DEC-2016
THE CHEFS' WAREHOUSE, INC.	THE FRESH OLIVE COMPANY OF PROVENCE	77366880 08-JAN-2008	3484303 12-AUG-2008
THE CHEFS' WAREHOUSE, INC.	THE GOURMET OUTLET	75029843 08-DEC-1995	2441653 03-APR-2001
THE CHEFS' WAREHOUSE, INC.	THE GOURMET OUTLET OF AMERICA	76419989 13-JUN-2002	2740851 22-JUL-2003
THE CHEFS' WAREHOUSE, INC.	WAINER FAMILY FARM	86807804 03-NOV-2015	5083911 15-NOV-2016

Trademark Applications

None.