

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804361

<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>
TH Kitchens, LP		04/11/2023	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Chefs' Warehouse, Inc.		
<b>Street Address:</b>	100 East Ridge Road		
<b>City:</b>	Ridgefield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06877		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5662964	LOCAL TEXAS HARVEST	
<b>Registration Number:</b>	5645154	TEXAS HARVEST COMPANY	
<b>Registration Number:</b>	5644795	TEXAS HARVEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	mpikser@reedsmith.com		
<b>Correspondent Name:</b>	Meredith D. Pikser		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Meredith D. Pikser		
<b>SIGNATURE:</b>	/Meredith D. Pikser/		
<b>DATE SIGNED:</b>	04/19/2023		
<b>Total Attachments: 4</b>			
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executed)#page4.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of this 11<sup>th</sup> day of April, 2023 by and between Hardie's Fruit and Vegetable Company, LP, a Texas limited partnership and TH Kitchens, LP, a Texas limited partnership, both located at 1005 N. Cockrell Hill Road, Dallas Texas 75211 (collectively "Assignor"), and The Chefs' Warehouse, Inc., a Delaware corporation located at 100 East Ridge Road, Ridgefield, Connecticut 06877 ("Assignee").

WHEREAS, Assignor is the sole owner of 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.

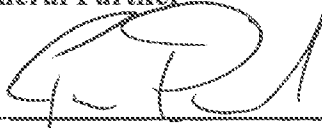
8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles that would require the application of any other law.

[SIGNATURE PAGE FOLLOWS]

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


**HARDIE'S FRUIT AND VEGETABLE  
COMPANY, LP**

**By: Hardie's F&V, LLC  
Its General Partner**

By:   
Name: Jason Pounds  
Title: Manager

**TH KITCHENS, LP**

**By: TH Kitchens GP, LLC  
Its General Partner**

By:   
Name: Jason Pounds  
Title: Manager




**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
HARDIE'S DIRECT	United States	Registered	6231840	December 29, 2020	Hardie's Fruit and Vegetable Company, LP
HARDIE'S FRESH FOODS EST. 1943 & Design 	United States	Registered	4545182	June 3, 2014	Hardie's Fruit and Vegetable Company, LP
HARDIE'S FRESH FOODS EST. 1943	United States	Registered	4545181	June 3, 2014	Hardie's Fruit and Vegetable Company, LP
HARDIE'S	United States	Registered	3404033	April 1, 2008	Hardie's Fruit and Vegetable Company, LP
LOCAL TEXAS HARVEST & Design * LOCAL * TEXAS HARVEST 	United States	Registered	5662964	January 22, 2019	TH Kitchens, LP
TEXAS HARVEST COMPANY & Design 	United States	Registered	5645154	January 1, 2019	TH Kitchens, LP
TEXAS HARVEST	United States	Registered	5644795	January 1, 2019	TH Kitchens, LP