

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Chefs' Warehouse, Inc.		12/23/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	One Chase Square, Tower-25
Internal Address:	Attn: Marie Duhamel, Mail Code NY3 -T251
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14623
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3539456	THE CHEFS' WAREHOUSE
Registration Number:	2452543	SPOLETO
Registration Number:	1407847	GRAND RESERVE
Registration Number:	3206633	ZOCOCAO
Registration Number:	3002843	ZOCOCAO
Registration Number:	3697104	PATISSE FINE PASTRY INGREDIENTS
Registration Number:	3541721	PATISSE
Registration Number:	2016132	PIER FRANCO
Registration Number:	1508403	BELARIA
Registration Number:	2438333	ST. LUC
Registration Number:	3491990	ST. LUC
Registration Number:	2302301	PROVVISTA
Registration Number:	2304369	

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Registration Number:	2545651	PROVVISTA
Registration Number:	2518025	
Registration Number:	2984712	PROVVISTA
Registration Number:	3000019	
Registration Number:	2343089	PROVVISTA
Registration Number:	2309409	
Registration Number:	2525630	PROVVISTA
Registration Number:	2520685	
Registration Number:	2980621	PROVVISTA
Registration Number:	2980620	
Registration Number:	2319436	PROVVISTA
Registration Number:	2306288	
Registration Number:	3431682	ARGONAUT
Serial Number:	85376018	CW
Serial Number:	85375998	CW

**CORRESPONDENCE DATA**

Fax Number: (404)888-4190

Phone: 4048884267

Email: dcorey@hunton.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Hunton & Williams LLP

Address Line 1: 600 Peachtree Street NE, Suite 4100

Address Line 2: Attn: Deborah Corey

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	64426.23
NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	01/03/2012

**Total Attachments: 3**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, The Chefs' Warehouse, Inc., a Delaware corporation, located at 100 East Ridge Road, Ridgefield, CT 06877 (the "Assignor") owns the trademarks and service marks listed on the annexed Schedule I, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 2, 2011 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among Assignor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as agent for itself and certain lenders (the "Assignee"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of itself and the Lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations;

WHEREAS, pursuant to the Security Agreement, Assignor is required to execute and deliver to Administrative Agent, for itself and the benefit of the Lenders, this Trademark Security Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge to the Assignee and grants to the Assignee for the benefit of itself and the Lenders a continuing first priority security interest in all of Assignor's right, title and interest in, to and under the Collateral, to secure the prompt payment, performance and, for the benefit of itself and the Lenders, observance of the Obligations; provided however that no security interest shall be granted in 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 U.S. Patent and Trademark Office.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, in the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page Follows]

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

THE CHEFS' WAREHOUSE, INC.

By:   
Name: KENNETH CLARK  
Title: C.F.O.

SCHEDULE I

<u>Trademark</u>	<u>Reg No. /Serial Number</u>	<u>Reg. Date /Filing Date</u>
The Chefs' Warehouse	3,539,456	12/02/2008
Spoletto	2,452,543	05/22/2001
Grand Reserve & Design	1,407,847	09/02/1986
Zococao & Design	3,206,633	02/06/2007
Zococao	3,002,843	09/27/2005
Patisse Fine Pastry Ingredients	3,697,104	10/13/2009
Patisse	3,541,721	12/02/2008
Pier Franco	2,016,132	11/12/1996
Belaria	1,508,403	10/11/1988
St. Luc	2,438,333	03/27/2001
St. Luc	3,491,990	08/26/2008
Provvista	2,302,301	12/21/1999
Sunflower	2,304,369	12/28/1999
Provvista	2,545,651	03/12/2002
Sunflower	2,518,025	12/11/2001
Provvista	2,984,712	08/16/2005
Sunflower	3,000,019	09/27/2005
Provvista	2,343,089	04/18/2000
Sunflower	2,309,409	01/18/2000
Provvista	2,525,630	01/01/2002
Sunflower	2,520,685	12/18/2001
Provvista	2,980,621	08/02/2005
Sunflower	2,980,620	08/02/2005
Provvista	2,319,436	02/15/2000
Sunflower	2,306,288	01/04/2000
Argonaut	3,431,682	5/20/2008
CW	85376018	07/20/2011
CW	85375998	07/20/2011

Trademark Security Agreement (The Chefs' Warehouse, Inc.)  
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