

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.		04/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1508403	BELARIA
Registration Number:	2016132	PIER FRANCO
Registration Number:	3491990	ST. LUC
Registration Number:	2438333	ST. LUC
Registration Number:	1407847	GRAND RESERVE
Registration Number:	3541721	PATISSE
Registration Number:	3697104	PATISSE FINE PASTRY INGREDIENTS
Registration Number:	3539456	THE CHEFS' WAREHOUSE
Registration Number:	3206633	ZOCOCAO
Registration Number:	3002843	ZOCOCAO
Registration Number:	2452543	SPOLETO
Registration Number:	3431682	ARGONAUT
Registration Number:	2984712	PROVVISTA
Registration Number:	2980621	PROVVISTA

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Registration Number:	2545651	PROVVISTA
Registration Number:	2525630	PROVVISTA
Registration Number:	2319436	PROVVISTA
Registration Number:	2343089	PROVVISTA
Registration Number:	2302301	PROVVISTA
Registration Number:	2304369	
Registration Number:	2518025	
Registration Number:	3000019	
Registration Number:	2309409	
Registration Number:	2520685	
Registration Number:	2980620	
Registration Number:	2306288	
Registration Number:	3621367	THE RIGHT SCALLOPS
Registration Number:	3621359	THE RIGHT SHRIMP
Registration Number:	3621372	THE RIGHT SQUID
Serial Number:	85376018	CW
Serial Number:	85375998	CW
Serial Number:	85376083	CWI

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38460
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/27/2012

Total Attachments: 7
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of April 25, 2012 by and from THE CHEFS' WAREHOUSE, INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC and The Chefs' Warehouse of Florida, LLC (collectively, the "Borrowers"), the Grantor and Chefs' Warehouse Parent, LLC ("CW Parent") and, collectively with the Grantor, the "Loan Guarantors"), the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor, CW Parent and certain Subsidiaries of the Borrowers have guaranteed the repayment of the Secured Obligations pursuant to Article X of the Credit Agreement.

WHEREAS, the Borrowers, Grantor and CW Parent have entered into a Pledge and Security Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and 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:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Loan Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

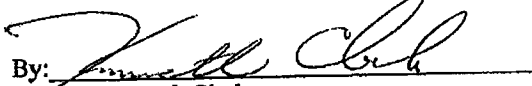
(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

THE CHEFS' WAREHOUSE, INC.

By: 

Name: Kenneth Clark
Title: Chief Financial Officer

Confirmatory Grant of Security Interest In United States Trademarks

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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

**SCHEDULE OF
TRADEMARKS**

MARK	REG. NO./APP NO.	REG./ FILING DATE	COUNTRY	OWNER
BELARIA	1,508,403	October 11, 1988	United States	The Chefs' Warehouse, Inc.
PIER FRANCO	2,016,132	November 12, 1996	United States	The Chefs' Warehouse, Inc.
ST. LUC	3,491,990	August 26, 2008	United States	The Chefs' Warehouse, Inc.
ST. LUC (stylized)	2,438,333	March 27, 2001	United States	The Chefs' Warehouse, Inc.
GRAND RESERVE & Design	1,407,847	September 2, 1986	United States	The Chefs' Warehouse
PATISSE	3,541,721	December 2, 2008	United States	The Chefs' Warehouse
PATISSE FINE PASTRY INGREDIENTS & Design	3,697,104	October 13, 2009	United States	The Chefs' Warehouse
THE CHEFS' WAREHOUSE	3,539,456	December 2, 2008	United States	The Chefs' Warehouse
ZOCOCAO & Design	3,206,633	February 6, 2007	United States	The Chefs' Warehouse
ZOCOCAO	3,002,843	September 27, 2005	United States	The Chefs' Warehouse
SPOLETO	2,452,543	May 22, 2001	United States	The Chefs' Warehouse
ARGONAUT	3,431,682	May 20, 2008	United States	The Chefs' Warehouse, Inc.
PROVVISTA	2,984,712	August 16, 2005	United States	The Chefs' Warehouse, Inc.
PROVVISTA	2,980,621	August 2, 2005	United States	The Chefs' Warehouse, Inc.

PROVVISTA	2,545,651	March 12, 2002	United States	The Chefs' Warehouse, Inc.
PROVVISTA	2,525, 630	January 1, 2002	United States	The Chefs' Warehouse, Inc.
PROVVISTA	2,319,436	February 15, 2000	United States	The Chefs' Warehouse, Inc.
PROVVISTA	2,343,089	April 18, 2000	United States	The Chefs' Warehouse, Inc.
PROVVISTA	2,302,301	December 21, 999	United States	The Chefs' Warehouse, Inc.
Sunflower Design	2,304,369	December 28, 1999	United States	The Chefs' Warehouse, Inc.
Sunflower Design	2,518,025	December 11, 2001	United States	The Chefs' Warehouse, Inc.
Sunflower Design	3,000,019	September 27, 2005	United States	The Chefs' Warehouse, Inc.
Sunflower Design	2,309,409	October 26,1999	United States	The Chefs' Warehouse, Inc.
Sunflower Design	2,520,685	December 18, 2001	United States	The Chefs' Warehouse, Inc.
Sunflower Design	2,980,620	August 2, 2005	United States	The Chefs' Warehouse, Inc.
Sunflower Design	2,306,288	January 4, 2000	United States	The Chefs' Warehouse, Inc.
THE RIGHT SCALLOPS	3,621,367	May 19, 2009	United States	The Chefs' Warehouse, Inc.
THE RIGHT SHRIMP	3,621,359	May 19, 2009	United States	The Chefs' Warehouse, Inc.
THE RIGHT SQUID	3,621,372	May 19, 2009	United States	The Chefs' Warehouse, Inc.
CW	85376018	July 20, 2011	United States	The Chefs' Warehouse
CW & Design	85375998	July 20, 2011	United States	The Chefs' Warehouse

CWI	85376083	July 20, 2011	United States	The Chefs' Warehouse, Inc.
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