

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chefs' Warehouse, Inc.		06/22/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	277 Park Avenue, 22nd Floor		
Internal Address:	Attn: ABL Portfolio Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	3431682	ARGONAUT	
Registration Number:	1508403	BELARIA	
Registration Number:	3937673	BLACK FALLS	
Registration Number:	4207443	CWI	
Registration Number:	4582455	CW	
Registration Number:	4595133	CW	
Registration Number:	3160569	CHOCOA	
Registration Number:	2553260	C COCCINELLE	
Registration Number:	2550467	COCCINELLE	
Registration Number:	2556562	COCCINELLE	
Registration Number:	1407847	GRAND RESERVE	
Registration Number:	2016132	PIER FRANCO	
Registration Number:	2302301	PROVVISTA	
Registration Number:	2545651	PROVVISTA	
Registration Number:	2984712	PROVVISTA	
Registration Number:	2343089	PROVVISTA	
Registration Number:	2525630	PROVVISTA	
Registration Number:	2980621	PROVVISTA	

CH \$1365.00 3431682

Property Type	Number	Word Mark
Registration Number:	2319436	PROVVISTA
Registration Number:	2452543	SPOLETO
Registration Number:	2438333	ST. LUC
Registration Number:	2304369	
Registration Number:	2518025	
Registration Number:	3000019	
Registration Number:	2309409	
Registration Number:	2520685	
Registration Number:	2980620	
Registration Number:	2306288	
Registration Number:	3539456	THE CHEFS' WAREHOUSE
Registration Number:	4380052	THE CHEFS' WAREHOUSE
Registration Number:	3621367	THE RIGHT SCALLOPS
Registration Number:	3621359	THE RIGHT SHRIMP
Registration Number:	3621372	THE RIGHT SQUID
Registration Number:	2396415	PROMISE OF EXCELLENCE
Registration Number:	2223675	THE GREAT STEAKHOUSE STEAKS
Registration Number:	1976660	AWESOME COMBINATION
Registration Number:	1861160	PRIME PROTECTION
Registration Number:	2733674	ALLEN BROTHERS THE GREAT STEAKHOUSE STEA
Registration Number:	3257715	THE GREAT STEAKHOUSE PORK
Registration Number:	3286123	ALLEN BROTHERS
Registration Number:	3138149	THE GREAT STEAKHOUSE STEAK BURGERS
Registration Number:	3191186	THE GREAT STEAKHOUSE STEAK DOGS
Registration Number:	3279366	THE GREAT STEAKHOUSE LAMB
Registration Number:	3257714	THE GREAT STEAKHOUSE VEAL
Registration Number:	3948864	RED MARBLE
Registration Number:	2711282	GO TO THE SOURCE
Registration Number:	4031915	EYE RIB STEAK
Registration Number:	1965120	AWESOME COMBINATION
Registration Number:	2703418	ALLEN BROTHERS
Registration Number:	3297650	ALLEN BROTHERS
Registration Number:	2358671	PROMISE OF EXCELLENCE
Registration Number:	4776815	EUROGOURMET
Registration Number:	4776816	EUROGOURMET
Serial Number:	86697119	ALLEN BROTHERS ANGUS

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	06/22/2016

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 June 22, 2016 by and from THE CHEFS' WAREHOUSE, INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties (in such capacity, "Grantee").

WHEREAS, Chefs' Warehouse Parent, LLC ("CW Parent"), and Dairyland USA Corporation ("Dairyland" and, together with CW Parent, the "Borrowers"), the other Loan Parties party thereto, the Lenders and Grantee have entered into that certain Credit Agreement, dated as of June 22, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrowers, the other Subsidiaries of Holdings and the Administrative Agent have entered into that certain ABL Pledge and Security Agreement dated as of June 22, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor and the other Loan Parties have guaranteed the repayment of the Secured Obligations owing to the Lenders pursuant to Article X (Loan Guaranty) of the Credit 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 (as in effect on the date hereof).

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all the 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, but giving effect to federal laws applicable to national banks.

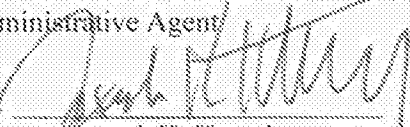
5) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to this Confirmatory Grant and the exercise of any right or remedy by the Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between JPMorgan Chase Bank, N.A., as administrative agent for the ABL Secured Parties (as defined in the Intercreditor Agreement), 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 party thereto (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Confirmatory Grant, the terms of the Intercreditor Agreement shall govern and control.

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

THE CHEFS' WAREHOUSE, INC.

By: Alexander Alder
Name: Alexander Alder
Title: General Counsel

JPMORGAN CHASE BANK, N.A. as
Administrative Agent

By: 
Name: Joseph K. Kotusky
Title: Authorized Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

US Federal Trademark Registrations

	Registered Marks	Reg. No.	Reg. Date
1	ARGONAUT	3431682	May 20, 2008
2	BELARIA	1508403	October 11, 1988
3	BLACK FALLS	3937673	March 29, 2011
4	CWI	4207443	September 11, 2012
5	CW (word)	4582455	August 12, 2014
6	CW (logo)	4595133	September 2, 2014
7	CHOCOA	3160569	October 17, 2006
8	C COCCINELLE (design)	2553260	March 26, 2002
9	COCCINELLE	2550467	March 19, 2002
10	COCCINELLE	2556562	April 2, 2002
11	GRAND RESERVE	1407847	September 2, 1986
12	PIER FRANCO	2016132	November 12, 1996
13	PROVVISTA	2302301	December 21, 1999
14	PROVVISTA	2545651	March 12, 2002
15	PROVVISTA	2984712	August 16, 2005
16	PROVVISTA	2343089	April 18, 2000
17	PROVVISTA	2525630	January 1, 2002
18	PROVVISTA	2980621	August 2, 2005
19	PROVVISTA	2319436	February 15, 2000
20	SPOLETO	2452543	May 22, 2001
21	ST. LUC	2438333	March 27, 2001
22	[Sunflower Design]	2304369	December 28, 1999
23	[Sunflower Design]	2518025	December 11, 2001
24	[Sunflower Design]	3000019	September 27, 2005

25	[Sunflower Design]	2309409	January 18, 2000
26	[Sunflower Design]	2520685	December 18, 2001
27	[Sunflower Design]	2980620	August 2, 2005
28	[Sunflower Design]	2306288	January 4, 2000
29	THE CHEFS' WAREHOUSE (for food distribution)	3539456	December 2, 2008
30	THE CHEFS' WAREHOUSE (for retail)	4380052	August 6, 2013
31	THE RIGHT SCALLOPS	3621367	May 19, 2009
32	THE RIGHT SHRIMP	3621359	May 19, 2009
33	THE RIGHT SQUID	3621372	May 19, 2009
34	PROMISE OF EXCELLENCE	2396415	October 17, 2000
35	THE GREAT STEAKHOUSE STEAKS	2223675	February 16, 1999
36	AWESOME COMBINATION	1976660	May 28, 1996
37	PRIME PROTECTION	1861160	November 1, 1994
38	ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS	2733674	July 8, 2003
39	THE GREAT STEAKHOUSE PORK	3257715	July 3, 2007
40	ALLEN BROTHERS	3286123	August 28, 2007
41	THE GREAT STEAKHOUSE STEAK BURGERS	3138149	September 5, 2006
42	THE GREAT STEAKHOUSE STEAK DOGS	3191186	January 2, 2007
43	THE GREAT STEAKHOUSE LAMB	3279366	August 14, 2007
44	THE GREAT STEAKHOUSE VEAL	3257714	July 3, 2007
45	RED MARBLE	3948864	April 19, 2011
46	GO TO THE SOURCE	2711282	April 29, 2003
47	EYE RIB STEAK	4031915	September 27, 2011
48	AWESOME COMBINATION	1965120	April 2, 1996
49	ALLEN BROTHERS (Class 29)	2703418	April 8, 2003

50	ALLEN BROTHERS (class 29 & 30)	3297650	September 25, 2007
51	PROMISE OF EXCELLENCE	2358671	June 13, 2000
52	EUROGOURMET (word)	4776815	July 21, 2015
53	EUROGOURMET (design)	4776816	July 21, 2015

US Pending Federal Applications

Mark	Serial No.	File Date
LAVAL	86695816	Filed 7/16/2015
ALLEN BROTHERS ANGUS	86697119	Filed 7/17/2015