

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chefs' Warehouse, Inc.		03/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6247851	WORLD'S FINEST SEAFOOD	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	030772-0008		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	03/17/2021		
Total Attachments: 4			
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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 March 17, 2021 by and from THE CHEFS’ WAREHOUSE, INC., a Delaware corporation (“Grantor”) to and in favor of BMO HARRIS 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 29, 2018 (as amended by that certain First Amendment to Credit Agreement, dated as of November 18, 2019 and by that certain Second Amendment to Credit Agreement, dated as of February 24, 2021, and as it may be further 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 29, 2018 (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 the Trademarks, (3) the goodwill associated with the Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the 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 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 referred to in the Credit 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, Grantor has executed this Confirmatory Grant effective as of the date first written above.

THE CHEFS' WAREHOUSE, INC.

By: Alexandros Aldous

Name: Alexandros Aldous

Title: General Counsel, Corporate Secretary and Chief
Government Relations Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark Registrations

UNITED STATES

NAME OF GRANTOR	TRADEMARK	APPLICATION NO. / APPLICATION DATE	REGISTRATION NO. / REGISTRATION DATE
THE CHEFS' WAREHOUSE, INC.	WORLD'S FINEST SEAFOOD	90056974 16-JULY-2020	6,247,851 12-JAN-2021

Exhibit A - 1

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RECORDED: 03/17/2021

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