

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CHEFS' WAREHOUSE, INC.		06/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Administrative Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 63			
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	
Registration Number:	2319436	PROVVISTA	
TRADEMARK			

CH \$1590.00 3431682

Property Type	Number	Word Mark
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:	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
Registration Number:	5144240	ALLEN BROTHERS ANGUS
Registration Number:	5214585	LAVAL
Registration Number:	5301476	MATISSE
Registration Number:	5301409	55°
Registration Number:	5322387	JAVA CRAB

Property Type	Number	Word Mark
Registration Number:	5405599	XW
Registration Number:	5405604	XT
Registration Number:	5436408	TEO
Serial Number:	87375716	CRESCENDO
Serial Number:	87638282	THE GREAT STEAKHOUSE STEAK BURGERS
Serial Number:	87486962	FAO34

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 North Wabash Avenue, Suite 2800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	030772-0008
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	06/29/2018

Total Attachments: 12
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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 29, 2018 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 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 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 Registrations¹

UNITED STATES

Name of Grantor	Trademark	Registration Date	Registration Number
The Chefs' Warehouse, Inc.	ARGONAUT ²	5/20/2008	3431682
The Chefs' Warehouse, Inc.	BELARIA	10/11/1988	1508403
The Chefs' Warehouse, Inc.	BLACK FALLS	3/29/2011	3937673
The Chefs' Warehouse, Inc.	CWI	9/11/2012	4207443
The Chefs' Warehouse, Inc.	CW (word)	8/12/2014	4582455
The Chefs' Warehouse, Inc.	CW (logo)	9/2/2014	4595133
The Chefs' Warehouse, Inc.	CHOCOA	10/17/2006	3160569
The Chefs' Warehouse, Inc.	C COCCINELLE (design)	3/26/2002	2553260
The Chefs' Warehouse, Inc.	COCCINELLE	3/19/2002	2550467
The Chefs' Warehouse, Inc.	COCCINELLE	4/2/2002	2556562
The Chefs' Warehouse, Inc.	GRAND RESERVE	9/2/1986	1407847

¹ Certain of the listed marks are identified with "*" and are Trademark Registrations and Applications which are technically owned by The Chefs' Warehouse, Inc., but remain in the name of Allen Brothers, Inc. These trademarks weren't disclosed in the schedules of the purchase agreement, for the purchase of substantially all of Allen Brothers, Inc.'s assets, and didn't come to light until either (i) after the transaction closed or (ii) until conducting a trademark search after entry into the original Credit Agreement, dated 6/22/16. Post-close of the transaction, the seller, Allen Brothers, Inc., has executed assignment agreements with The Chefs' Warehouse, Inc. to transfer these trademarks. The recordal of these assignment agreements with the applicable foreign trademark offices is currently in progress.

² This registration technically lapsed on 5/20/18. Will officially lapse after renewal grace period expires 11/20/18.

Inc.	(design)		
The Chefs' Warehouse, Inc.	PIER FRANCO	11/12/1996	2016132
The Chefs' Warehouse, Inc.	PROVVISTA	12/21/1999	2302301
The Chefs' Warehouse, Inc.	PROVVISTA	3/12/2002	2545651
The Chefs' Warehouse, Inc.	PROVVISTA	8/16/2005	2984712
The Chefs' Warehouse, Inc.	PROVVISTA	4/18/2000	2343089
The Chefs' Warehouse, Inc.	PROVVISTA	1/1/2002	2525630
The Chefs' Warehouse, Inc.	PROVVISTA	8/2/2005	2980621
The Chefs' Warehouse, Inc.	PROVVISTA	2/15/2000	2319436
The Chefs' Warehouse, Inc.	SPOLETO	5/22/2001	2452543
The Chefs' Warehouse, Inc.	ST. LUC	3/27/2001	2438333
The Chefs' Warehouse, Inc.	[Sunflower Design]	12/28/1999	2304369
The Chefs' Warehouse, Inc.	[Sunflower Design]	12/11/2001	2518025
The Chefs' Warehouse, Inc.	[Sunflower Design]	9/27/2005	3000019
The Chefs' Warehouse, Inc.	[Sunflower Design]	1/18/2000	2309409
The Chefs' Warehouse, Inc.	[Sunflower Design]	12/18/2001	2520685
The Chefs' Warehouse, Inc.	[Sunflower Design]	8/2/2005	2980620
The Chefs' Warehouse, Inc.	[Sunflower Design]	1/4/2000	2306288
The Chefs' Warehouse, Inc.	THE CHEFS' WAREHOUSE (for food	12/2/2008	3539456

	distribution)		
The Chefs' Warehouse, Inc.	THE CHEFS' WAREHOUSE (for retail)	8/6/2013	4380052
The Chefs' Warehouse, Inc.	THE RIGHT SCALLOPS	5/19/2009	3621367
The Chefs' Warehouse, Inc.	THE RIGHT SHRIMP	5/19/2009	3621359
The Chefs' Warehouse, Inc.	THE RIGHT SQUID	5/19/2009	3621372
The Chefs' Warehouse, Inc.	PROMISE OF EXCELLENCE	10/17/2000	2396415
The Chefs' Warehouse, Inc.	THE GREAT STEAKHOUSE STEAKS	2/16/1999	2223675
The Chefs' Warehouse, Inc.	AWESOME COMBINATION	5/28/1996	1976660
The Chefs' Warehouse, Inc.	PRIME PROTECTION	11/1/1994	1861160
The Chefs' Warehouse, Inc.	ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS	7/8/2003	2733674
The Chefs' Warehouse, Inc.	THE GREAT STEAKHOUSE PORK	7/3/2007	3257715
The Chefs' Warehouse, Inc.	ALLEN BROTHERS	8/28/2007	3286123
The Chefs' Warehouse, Inc.	THE GREAT STEAKHOUSE STEAK BURGERS	9/5/2006	3138149
The Chefs' Warehouse, Inc.	THE GREAT STEAKHOUSE STEAK DOGS	1/2/2007	3191186
The Chefs' Warehouse, Inc.	THE GREAT STEAKHOUSE LAMB	8/14/2007	3279366
The Chefs' Warehouse, Inc.	THE GREAT STEAKHOUSE VEAL	7/3/2007	3257714

Exhibit A - 3

The Chefs' Warehouse, Inc.	GO TO THE SOURCE	4/29/2003	2711282
The Chefs' Warehouse, Inc.	EYE RIB STEAK	9/27/2011	4031915
The Chefs' Warehouse, Inc.	AWESOME COMBINATION	4/2/1996	1965120
The Chefs' Warehouse, Inc.	ALLEN BROTHERS (Class 29)	4/8/2003	2703418
The Chefs' Warehouse, Inc.	ALLEN BROTHERS (class 29 & 30)	9/25/2007	3297650
The Chefs' Warehouse, Inc.	PROMISE OF EXCELLENCE	6/13/2000	2358671
The Chefs' Warehouse, Inc.	EUROGOURMET (word)	7/21/2015	4776815
The Chefs' Warehouse, Inc.	EUROGOURMET (design)	7/21/2015	4776816
The Chefs' Warehouse, Inc.	ALLEN BROTHERS ANGUS	2/21/2017	5,144,240
The Chefs' Warehouse, Inc.	LAVAL	5/30/2017	5,214,585
The Chefs' Warehouse, Inc.	MATISSE	10/3/2017	5,301,476
The Chefs' Warehouse, Inc.	55°	10/3/2017	5,301,409
The Chefs' Warehouse, Inc.	JAVA CRAB	10/31/2017	5,322,387
The Chefs' Warehouse, Inc.	XW	2/20/2018	5,405,599
The Chefs' Warehouse, Inc.	XT	2/20/2018	5,405,604
The Chefs' Warehouse, Inc.	TEO	4/3/2018	5,436,408

FOREIGN

Name of Grantor	Trademark	Registration Date	Registration Number
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The Chefs' Warehouse, Inc.	AB [Argentina] ³	8/27/2008	2245408*
The Chefs' Warehouse, Inc.	Allen Brothers The Great Steakhouse Steaks Since 1893 [Argentina] ⁴	11/20/2009	2330481*
The Chefs' Warehouse, Inc.	Allen Brothers [Australia]	7/26/2006	1126232
The Chefs' Warehouse, Inc.	RedMarble [Australia]	2/9/2009	1284454
The Chefs' Warehouse, Inc.	Allen Brothers The Great Steakhouse Steaks Since 1893 [Brazil]	5/10/2016	901246875*
The Chefs' Warehouse, Inc.	Allen Brothers [Brazil]	10/9/2012	829045546*
The Chefs' Warehouse, Inc.	Chocoa [Canada]	1/18/2008	TMA705018*
The Chefs' Warehouse, Inc.	Allen Brothers [Canada]	10/10/2008	TMA725897*
The Chefs' Warehouse, Inc.	Allen Brothers The Great Steakhouse Steaks [Canada]	11/28/2011	TMA812849*
The Chefs' Warehouse, Inc.	The Great Steakhouse Steaks [Canada]	10/10/2008	TMA725898*
The Chefs' Warehouse, Inc.	AB [Chile]	11/29/2007	802434
The Chefs' Warehouse, Inc.	Allen Brothers [Chile]	11/29/2007	802433
The Chefs' Warehouse, Inc.	Allen Brothers The Great Steakhouse Steaks Since 1893	8/18/2010	894409

³ This registration is set to lapse on August 27, 2018

⁴ This registration is set to lapse November 2019.

	[Chile]		
The Chefs' Warehouse, Inc.	The Great Steakhouse Steaks [Chile]	11/10/2009	865909
The Chefs' Warehouse, Inc.	AB (design) [China]	9/7/2009	5956472*
The Chefs' Warehouse, Inc.	Allen Brothers [China]	7/28/2009	5930852*
The Chefs' Warehouse, Inc.	Allen Brothers [EU]	7/26/2007	005260062
The Chefs' Warehouse, Inc.	Allen Brothers The Great Steakhouse Steaks Since 1893 [EU]	1/31/2010	007303399
The Chefs' Warehouse, Inc.	The Great Steakhouse Steaks [EU]	6/5/2008	005265673
The Chefs' Warehouse, Inc.	Steaktopia [EU]	6/16/2009	007052905
The Chefs' Warehouse, Inc.	Red Marble [EU]	10/21/2009	007579791
The Chefs' Warehouse, Inc.	CW (word) [EU]	12/8/2016	015713316
The Chefs' Warehouse, Inc.	CW (logo) [EU]	12/8/2016	015714264
The Chefs' Warehouse, Inc.	CW The Chefs Warehouse & Design [EU]	2/15/2017	016366627
The Chefs' Warehouse, Inc.	The Chefs' Warehouse [International Registration]	2/6/2014	1194329
The Chefs' Warehouse, Inc.	Allen Brothers [Japan]	8/15/2008	5159655*
The Chefs' Warehouse, Inc.	Allen Brothers The Great Steakhouse Steaks Since 1893 [Japan]	7/17/2009	0005249436*

The Chefs' Warehouse, Inc.	The Chefs' Warehouse [Japan]	3/5/2015	1194329
The Chefs' Warehouse, Inc.	The Great Steakhouse Steaks [Japan]	7/25/2008	5154066*
The Chefs' Warehouse, Inc.	The Chefs' Warehouse [Mexico]	7/3/2015	1194329 Mexico Reg. No. 1551822
The Chefs' Warehouse, Inc.	The Chefs' Warehouse [S. Korea]	8/19/2015	1194329
The Chefs' Warehouse, Inc.	Allen Brothers [S. Korea]	7/7/2009	4101875450000*
The Chefs' Warehouse, Inc.	Allen Brothers The Great Steakhouse Steaks Since 1893 [S. Korea]	11/18/2010	4500330110000*
The Chefs' Warehouse, Inc.	AB [Uruguay] ⁵	5/12/2010	379511*
The Chefs' Warehouse, Inc.	Allen Brothers The Great Steakhouse Steaks Since 1893 (design) [Uruguay] ⁶	3/2/2011	397332*
The Chefs' Warehouse, Inc.	The Great Steakhouse Steaks ⁷ [Uruguay]	6/25/2008	379510*

Trademark Applications

UNITED STATES

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
The Chefs' Warehouse,	CRESCENDO	3/17/2017	87375716

⁵ This registration is set to lapse.

⁶ This registration is set to lapse.

⁷ This registration will lapse on June 25, 2018.

Inc.			
The Chefs' Warehouse, Inc.	ALLEN BROTHERS PRIME DELIVERY	10/3/2017	87632470 (Notice of Allowance issued 5/8/18, Statement of Use filed 6/20/18)
The Chefs' Warehouse, Inc.	THE GREAT STEAKHOUSE STEAK BURGERS	10/9/2017	87638282 (published 6/19/2018)
The Chefs' Warehouse, Inc.	FAO34 ⁸	6/13/2017	87486962

FOREIGN

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
The Chefs' Warehouse, Inc.	The Great Steakhouse Steaks [China]	3/5/2007	5930850*
The Chefs' Warehouse, Inc.	AB [China]	3/5/2007	5930851*
The Chefs' Warehouse, Inc.	CW [China]	6/1/2017	Granted under Int'l Reg. No. 1357885, but pending review in China
The Chefs' Warehouse, Inc.	CW & Design [China]	6/1/2017	Granted under Int'l Reg. No. 1357886, but pending review in China
The Chefs' Warehouse, Inc.	AB [Japan]	3/15/2007	2007-022988*
The Chefs' Warehouse, Inc.	CW & Design [Japan]	6/1/2017	Granted under Int'l Reg. No. 1357886, but pending review in Japan. Registration granted 5/31/18 pending payment of second registration fee, which was paid 6/18/18.
The Chefs' Warehouse, Inc.	CW	6/1/2017	Granted under Int'l Reg. No. 1357885, but pending

⁸ This application will lapse October 13, 2018, but is still listed as active in USPTO records.

	[Mexico]		review in Mexico
The Chefs' Warehouse, Inc.	CW & Design [Mexico]	6/1/2017	Granted under Int'l Reg. No. 1357886, but pending review in Mexico. Provisional refusal issued June 1, 2018.
The Chefs' Warehouse, Inc.	CW & Design [S. Korea]	6/1/2017	Granted under Int'l Reg. No. 1357886, but pending review in S. Korea. Provisional refusal issued 4/10/2018, response filed 5/31/18