

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chefs' Warehouse, Inc.		02/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5301476	MATISSE	
Registration Number:	5301409	55°	
Registration Number:	5322387	JAVA CRAB	
Registration Number:	5436408	TEO	
Registration Number:	5553426	THE GREAT STEAKHOUSE STEAK BURGERS	
Registration Number:	5547404	ALLEN BROTHERS PRIME DELIVERY	
Registration Number:	5405599	XW	
Registration Number:	5405604	XT	
Serial Number:	87375716	CRESCENDO	
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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	linda kastner		

OP \$240.00 5301476

SIGNATURE:	/lk/
DATE SIGNED:	02/01/2019
Total Attachments: 6 source=Chefs - Trademark Security Agreement (February 2019)_105690071_1_0#page1.tif source=Chefs - Trademark Security Agreement (February 2019)_105690071_1_0#page2.tif source=Chefs - Trademark Security Agreement (February 2019)_105690071_1_0#page3.tif source=Chefs - Trademark Security Agreement (February 2019)_105690071_1_0#page4.tif source=Chefs - Trademark Security Agreement (February 2019)_105690071_1_0#page5.tif source=Chefs - Trademark Security Agreement (February 2019)_105690071_1_0#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2019, is made by The Chefs' Warehouse, Inc. (the "Grantor"), in favor of Jefferies Finance LLC ("Jefferies"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 22, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Dairyland USA Corporation and Chefs' Warehouse Parent, LLC (the "Borrowers"), the Grantor, the other Loan Parties, the Lenders and Jefferies, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Pledge and Security Agreement dated as of June 22, 2016 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Pledge and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement 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.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles (other than sections 5-1401 and 5-1402 of the New York General Obligations Law). Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Trademark Security Agreement (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Trademark Security Agreement by, among other things, the mutual waivers and certifications in this section. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of any New York State court or federal court sitting in the County of New York and the Borough of Manhattan in respect of any claim, suit, action or proceeding arising out of or relating to this Trademark Security Agreement or any of the matters contemplated hereby.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the 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 Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

THE CHEFS' WAREHOUSE, INC.,
as Grantor

By: *Alexander Alders*
Name: *Alexander Alders*
Title: *General Counsel*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006547 FRAME: 0743

ACCEPTED AND AGREED
as of the date first above written:

JEFFERIES FINANCE LLC
as Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

US FEDERAL APPLICATIONS AND REGISTRATIONS

TRADEMARK	APPLICATION/REGISTRATION NUMBER	FILING/REGISTRATION DATE
CRESCENDO	87375716	3/17/17
MATISSE	5301476	10/3/17
55°	5301409	10/3/17
JAVA CRAB	5322387	10/31/17
TEO	5436408	4/3/18
THE GREAT STEAKHOUSE STEAK BURGERS	5553426	9/4/18
ALLEN BROTHERS PRIME DELIVERY	5547404	8/21/18
XW	5405599	2/20/18
XT	5405604	2/20/18