

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dairyland USA Corporation		10/21/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3539456	THE CHEFS' WAREHOUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-788-7311		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Janet W. Cho - Hunton & Williams LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 2:</b>	Riverfront Plaza - East Tower		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	64226.23		
<b>NAME OF SUBMITTER:</b>	Janet W. Cho		
<b>Signature:</b>	/Janet W. Cho/		
<b>Date:</b>	10/27/2010		

CH \$40.00 3539456

Total Attachments: 3

source=Dairyland TM#page1.tif

source=Dairyland TM#page2.tif

source=Dairyland TM#page3.tif

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Dairyland USA Corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Pledge and Security Agreement, dated as of April 15, 2010 (the "Security Agreement"), in favor of JPMorgan Chase Bank, N.A., as agent for itself and certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of itself and the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge to the Assignee and grants to the Assignee for the benefit of itself and the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, in the event of any conflict between the provisions of this Assignment for Security and the provisions of the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October ~~21st~~ 2010

DAIRYLAND USA CORPORATION

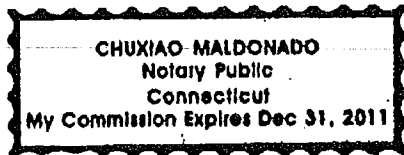
By: 

Kenneth Clark  
Chief Financial Officer

STATE OF CT

COUNTY OF Fairfield

On this ~~21st~~ day of October, 2010, before me personally came Kenneth Clark, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer of Dairyland USA Corporation, a corporation, and that he executed the foregoing instrument in the firm name of Dairyland USA Corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein maintained.



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

<u>Trademark</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
1. The Chefs' Warehouse	3539456	02-12-2008	