

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bel Canto Foods, LLC		12/23/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	The Chefs' Warehouse, Inc.		
Street Address:	100 East Ridge Road		
City:	Ridgefield		
State/Country:	CONNECTICUT		
Postal Code:	06877		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2016132	PIER FRANCO	
Registration Number:	3491990	ST. LUC	
Registration Number:	1508403	BELARIA	
Registration Number:	2438333	ST. LUC	
CORRESPONDENCE DATA			
Fax Number:	(347)342-3844		
Phone:	347 620 5291		
Email:	eric@adlervermillion.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Eric Adler		
Address Line 1:	68 Jay St.		
Address Line 2:	STE 201		
Address Line 4:	Brooklyn, NEW YORK 11201		
ATTORNEY DOCKET NUMBER:	CW.ASSIGNBELCANTOTOCWI		

OP \$115.00 2016132

NAME OF SUBMITTER:	Eric Adler
Signature:	/Eric Adler/
Date:	12/26/2011
<b>Total Attachments: 3</b> source=AssnBelCantoChefsWarehouse#page1.tif source=AssnBelCantoChefsWarehouse#page2.tif source=AssnBelCantoChefsWarehouse#page3.tif	

TRADEMARK ASSIGNMENT

This trademark assignment agreement (this "Agreement") is made as of 12/23/2011 between Bel Canto Foods, LLC, a New York limited liability company ("Assignor") and The Chefs' Warehouse, Inc., a Delaware corporation ("Assignee").

WHEREAS Assignor is wholly owned by Dairyland USA Corp., which is wholly owned by Assignee; and

WHEREAS Assignor and Assignee wish to take advantage of certain administrative efficiencies by consolidating their respective trademark portfolios under Assignee;

NOW THEREFORE for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Assignor hereby assigns to Assignee (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; (iii) all rights of action, powers and benefit thereto, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors, assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the marks or injury to the related goodwill; and, (iv) all goodwill of the business symbolized by any trademark. A list of registered trademarks, applications for trademark registration, and common law marks so assigned is attached hereto as Exhibit A.

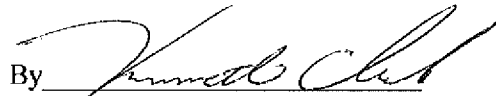
*Signature Page Follows*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and authorized in the manner appropriate to each as of the date first written above.

**ASSIGNOR**

BEL CANTO FOODS, LLC

by its sole member DAIRYLAND USA CORP.

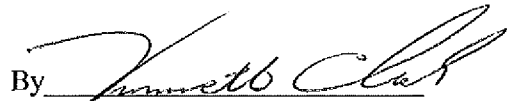
By 

Name: Kenneth Clark

Title: Chief Financial Officer

**ASSIGNEE**

THE CHEFS' WAREHOUSE, INC.

By 

Name: Kenneth Clark

Title: Chief Financial Officer

**EXHIBIT A – ASSIGNED MARKS**

<b>Registration or Description</b>	<b>Registration Number</b>
PIER FRANCO	2016132
ST. LUC	3491990
BELARIA	1508403
ST. LUC (design)	2438333

Trademark Assignment Agreement  
*Exhibit A*