

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD Bank, N.A.		05/31/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MyWebGrocer, Inc.		
Street Address:	20 Winooski Falls Way		
City:	Winooski		
State/Country:	VERMONT		
Postal Code:	05404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2462625	MYWEBGROCER	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/086		
NAME OF SUBMITTER:	Christine Slattery		

Signature:	/Christine Slattery/
Date:	06/03/2013
<b>Total Attachments: 3</b> source=MyWebGrocer - IP Release (Executed)_ (26733290_1)#page1.tif source=MyWebGrocer - IP Release (Executed)_ (26733290_1)#page2.tif source=MyWebGrocer - IP Release (Executed)_ (26733290_1)#page3.tif	

**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "**Release**"), dated as of May 31, 2013, is made by TD Bank, N.A., as lender ("**Lender**") under that certain Loan Agreement (as defined in the Security Agreement referred to below).

**WHEREAS**, the Lender and MyWebGrocer, Inc., a Delaware Corporation and the successor entity of MyWebGrocer, LLC (the "**Grantor**"), entered into that certain Security Agreement dated as of August 27, 2008 (the "**Security Agreement**"), pursuant to which the Grantor granted a security interest to the Lender in certain intellectual property collateral, including, without limitation, the items listed on Annex I attached hereto (collectively, the "**Intellectual Property Collateral**"); and

**WHEREAS**, the Security Agreement was recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto;

**NOW THEREFORE**, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Lender hereby releases all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreement or any other agreement or document delivered in connection with the Loan Agreement, and the Lender hereby reassigns any and all such right, title and interest (if any) that the Lender may have in the Intellectual Property Collateral to the Grantor.

The Lender represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Intellectual Property Collateral.

The Lender agrees, at the expense of the Grantor, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required to effect the release of the Lender's security interests in the Intellectual Property Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has executed this Release as of the date first above written.

TD Bank, N.A.

By: Walter S. Greiner  
Name: WALTER S. GREINER  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL]

**ANNEX I**

Security Agreement dated as of August 27, 2008, by MyWebGrocer, LLC (predecessor entity of MyWebGrocer, Inc.) in favor of TD Bank, N.A., was recorded with the U.S. Patent and Trademark Office on September 3, 2008 at Reel/Frame No. 3845/0856.

TRADEMARK/APPLICATION	REGISTRATION/APPLICATION NUMBER	REGISTRATION DATE
MYWEBGROCER	2462625	19-Jun-2001