

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MyWebGrocer, Inc.		05/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4073683	SHOP2GRO	
Registration Number:	4066927	ADVERTISE2GRO	
Registration Number:	4142688	MOBILE2GRO	
Registration Number:	4114083	PLAN2GRO	
Registration Number:	3954762	SOCIAL GROCERY	
Registration Number:	3367776	GROCERIES AND MORE, DELIVERED STRAIGHT T	
Registration Number:	2462625	MYWEBGROCER	
Registration Number:	3419069	MYWEBLINK	
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		

CH \$215.00 4073683

Address Line 1: Proskauer Rose LLP  
Address Line 2: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/086
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NAME OF SUBMITTER:	Christine Slattery
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Signature:	/Christine Slattery/
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Date:	06/03/2013
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Total Attachments: 3  
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**GRANT OF A SECURITY INTEREST – TRADEMARKS**

May 31, 2013

WHEREAS, MyWebGrocer, Inc. and certain other grantors (each individually a “Grantor” and collectively the “Grantors”) and Golub Capital LLC, as Administrative Agent for itself and the other lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”), have entered into a Security Agreement, dated the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement referred to therein); and

WHEREAS, the delivery of this Trademark Security Agreement is required by the terms of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby agree with the Grantee as follows:

1. The Grantors do hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the U.S. Patent and Trademark Office, together with, among other things, the goodwill 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, excluding anything that is “Excluded Property” and not “Collateral” as set forth in subsection 2.1(A) of the Security Agreement (the “Trademark Collateral”), to secure the prompt payment, performance and observance of the Obligations (as defined in the Credit Agreement).
2. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

MYWEBGROCER, INC.

By: 

Name: Jeremiah F. Tarrant

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005039 FRAME: 0420**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Serial Number	Reg. Number	Word Mark	Registration Date	Renewal Date	Status
85307998	4073683	SHOP2GRO	12/20/11	12/20/21	Live
85307635	4066927	ADVERTISE2GRO	12/6/11	12/6/21	Live
85307691	4,142,688	MOBILE2GRO	5/15/12	5/12/22	Live
85307707	4114083	PLAN2GRO	3/20/12	3/20/22	Live
85121822	3954762	SOCIAL GROCERY	5/3/11	5/3/21	Live
77048454	3367776	GROCERIES AND MORE, DELIVERED STRAIGHT TO YOUR DOOR!	1/15/08	1/15/18	Live
77027829	3419-69	MYWEBLINK	4/29/08	4/29/18	Live
75769706	2462625	MYWEBGROCER	6/19/01	6/19/21	Live