

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fresh Direct LLC		03/14/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Brightwood Capital Administrative Services, LLC
<b>Street Address:</b>	1540 Broadway, 23rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3236688	FRESHDIRECT
Registration Number:	2836743	FRESHDIRECT
Registration Number:	3378198	FEEDS YOUR LIFE
Registration Number:	3479032	PRESIDENT'S PICKS
Serial Number:	86013975	CLOUD 9
Serial Number:	86014034	CLOUD 9
Serial Number:	86013927	CLOUD 9
Serial Number:	86013952	CLOUD 9
Serial Number:	86006840	JUST FRESHDIRECT
Serial Number:	86005485	JUST BY FRESHDIRECT
Serial Number:	85856037	GROCERY SHOPPING PERFECTED

## CORRESPONDENCE DATA

Fax Number: 2026638007

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2026638000

Email: dctm@pillsburylaw.com

Correspondent Name: Patrick J. Jennings

Address Line 1: 2300 N Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	35575-12
<b>NAME OF SUBMITTER:</b>	Patrick J. Jennings
<b>SIGNATURE:</b>	/Pat Jennings/
<b>DATE SIGNED:</b>	03/25/2014

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 24, 2014 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **BRIGHTWOOD CAPITAL ADMINISTRATIVE SERVICES, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of March 24, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”); provided, as of any date of determination, the term “**Intellectual Property Collateral**” shall not include any asset that is an Excluded Asset:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

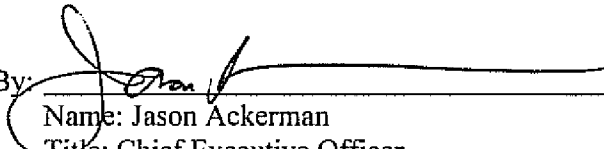
and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**FRESH DIRECT, LLC,**  
as a Grantor

By:   
Name: Jason Ackerman  
Title: Chief Executive Officer

**BRIGHTWOOD CAPITAL ADMINISTRATIVE  
SERVICES, LLC, as Collateral Agent**

By:   
Name: Damien Dwin  
Title: Authorized Person

By:   
Name: Sengal Selassie  
Title: Authorized Person

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARKS**

Grantor	Title	Filing Date / Issue Date	Status	Application / Reg. No.
Fresh Direct, LLC	Freshdirect	5 Apr 2006 / 1 May 2007	Active	78854825 / 3236688
Fresh Direct, LLC	Freshdirect	16 Aug 1999 / 1 Mar 2003	Active	75777097 / 2836743
Fresh Direct, LLC	Feeds Your Life	7 Jun 2007 / 20 Nov 2007	Active	77200649 / 3378198
Fresh Direct, LLC	Cloud9	18 Jul 2013	Active	86013975
Fresh Direct, LLC	Cloud9	18 Jul 2013	Active	86014034
Fresh Direct, LLC	Cloud9	18 Jul 2013	Active	86013927
Fresh Direct, LLC	Cloud9	18 Jul 2013	Active	86013952
Fresh Direct, LLC	Just FreshDirect	10 Jul 2013	Active	86006840
Fresh Direct, LLC	Just By FreshDirect	9 Jul 2013	Active	86005485
Fresh Direct, LLC	Grocery Shopping Perfected	21 Feb 2013	Active	85856037
Fresh Direct, LLC	President's Picks	8 Jun 2007 / 5 Aug 2008	Active	77201505 / 3479032