

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM429574

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MyWebGrocer, Inc.		05/30/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5189908	MOVING GROCERY FORWARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	31199 / 086		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	06/01/2017		
<b>Total Attachments: 3</b>			
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source=MyWebGrocer HGGC#page3.tif			

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## GRANT OF A SECURITY INTEREST – TRADEMARKS

May 30, 2017

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 May 13, 2013 (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: Rich Tarant  
Title: CEO

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Serial Number	Reg. Number	Word Mark	Registration Date	Renewal Date	Status
87163328	5189908	MOVING GROCERY FORWARD	4/25/2017	4/25/27	Registered