

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM451567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Door to Door Organics, Inc.		11/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Arlon Food and Agriculture Partners, LP		
Street Address:	767 5th Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3384866	DOOR TO DOOR ORGANICS	
Registration Number:	4702966	DOOR TO DOOR ORGANICS	
Registration Number:	4009009	DOOR TO DOOR ORGANICS	
Registration Number:	4285409	SHOP BY RECIPE	
Registration Number:	4732930	JOY DELIVERED	
Registration Number:	4605174	REZOOPIE	
Registration Number:	4682222	# JOYDELIVERED	
Registration Number:	4683846	RELAY FOODS	
CORRESPONDENCE DATA			
Fax Number:	3036720101		
<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>			
Phone:	303-672-0100		
Email:	cknudson@kofirm.com		
Correspondent Name:	Caitlyn Knudson		
Address Line 1:	999 18th St., Suite 1825		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Caitlyn Knudson		
SIGNATURE:	/Caitlyn Knudson/		

OP \$215.00 3384866

DATE SIGNED:	11/20/2017
Total Attachments: 6 source=DTDO - IP Security Agreement (Executed)#page1.tif source=DTDO - IP Security Agreement (Executed)#page2.tif source=DTDO - IP Security Agreement (Executed)#page3.tif source=DTDO - IP Security Agreement (Executed)#page4.tif source=DTDO - IP Security Agreement (Executed)#page5.tif source=DTDO - IP Security Agreement (Executed)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made and entered into as of November 20, 2017, by and between Door to Door Organics, Inc., a Delaware corporation ("**Grantor**"), and Arlon Food and Agriculture Partners, LP, a Delaware limited partnership ("**Secured Party**").

WHEREAS, Grantor has issued to the Secured Party that certain Secured Convertible Promissory Note, dated on even date herewith (the "**Note**");

WHEREAS, in connection with Grantor's issuance of the Note to the Secured Party, Grantor and the Secured Party have also entered into that certain Security Agreement, dated on even date herewith (the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement and the Note, Grantor has granted to the Secured Party a first priority security interest in, among other property, certain intellectual property of Grantor, and Grantor and the Secured Party desire to enter into this Agreement for recording with the United States Patent and Trademark Office in furtherance of perfecting the Secured Party's security interest therein.

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

SECTION 1. Grant of Security. Grantor hereby grants to the Secured Party a first priority security interest in all of such Grantor's right, title and interest in and to all of its registered trademarks and trademarks for which applications are pending in the United States Patent and Trademark Office (collectively, the "**Trademarks**"), including, without limitation, all past, present and future infringement claims in respect thereof and all goodwill associated therewith. Grantor represents and warrants to the Secured Party that the trademarks set forth on **Schedule A** hereto comprise all of the Trademarks, and that Grantor has no registered copyrights or patents and no pending applications in respect thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademarks by Grantor under this Agreement secures the payment of all of the Obligations (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, matured or unmatured, or liquidated or unliquidated.

SECTION 3. Recordation. This Agreement has been executed and delivered by the parties for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, and Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Note. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Trademarks are more fully set forth in the Security Agreement and the Note, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflicts or choice of law principles.


SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and the Security Agreement and the Note shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement on the date set forth above.

GRANTOR:

DOOR TO DOOR ORGANICS, INC.

By:  DocuSigned by:
M Demko
020074550FDB477...

Name: Mike Demko

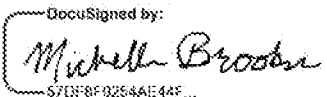
Title: President and CEO

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement on the date set forth above.

SECURED PARTY:

**ARLON FOOD AND AGRICULTURE
PARTNERS, LP**

By: Arlon Food and Agriculture Associates LLC, its
General Partner

By:  DocuSigned by:
57D3F8F0264AE44F...

Name: Michelle Brooks

Title: Managing Principal

Schedule A
Trademarks
(attached)

1. Trademark and Service Mark Registrations (USPTO):

Door to Door Organics (stylized with grass below logo, colors claimed) - Registration # 3384866

Door to Door Organics (stylized with sun shape around the word "to", no color claimed) -- Registration # 4702966

Door to Door Organics (standard characters) - Registration # 4009009

Shop By Recipe (standard characters) - Registration # 4285409

Joy Delivered (standard characters) -- Registration # 4732930

Rezoopie (standard characters) -- Registration # 4605174

#joydelivered (stylized with cursive font, no color claimed) -- Registration # 4682222

RELAY FOODS -- Registration # 4683846

2. Copyrights

Eat Like a Lion: Wildly Healthy Rezoopies for Kids (2d ed.) -- Registration # TXu01898969