

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL LLC		11/02/2018	Limited Liability Company: DELAWARE
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: 9			
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:	3419069	MYWEBLINK	
Registration Number:	2462625	MYWEBGROCER	
Registration Number:	5189908	MOVING GROCERY FORWARD	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

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ATTORNEY DOCKET NUMBER:	22783-114
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	11/02/2018
Total Attachments: 3 source=MWG TM Release#page1.tif source=MWG TM Release#page2.tif source=MWG TM Release#page3.tif	

**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of November 2, 2018 (this "Release"), is made by GOLUB CAPITAL LLC, a Delaware limited liability company, as administrative agent acting for the benefit of the Secured Parties (in such capacity, "Administrative Agent"), in favor of MYWEBGROCER, INC., a Delaware corporation with an address of 20 Winooski Falls Way, Winooski, VT 05404 (the "Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent are parties to that certain (i) Security Agreement, dated as of May 31, 2013 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), (ii) Grant of Security Interest in Trademarks, dated as of May 31, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "2013 Trademark Security Agreement"), and (iii) Grant of Security Interest in Trademarks, dated as of May 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "2017 Trademark Security Agreement", together with the 2013 Trademark Security Agreement, collectively the "Trademark Security Agreements") pursuant to which the Grantor granted to the Administrative Agent a continuing security interest in, the Trademark Collateral (as defined in the Trademark Security Agreements), including the trademark and service mark registrations and applications listed on Schedule A hereto;

WHEREAS, (i) the 2013 Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on June 3, 2013 at reel 5039, frame 0417 and (ii) the 2017 Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on June 1, 2017 at reel 6074, frame 0569;

WHEREAS, pursuant to that certain Payoff Letter, dated as of November 2, 2018, by and between among others, the Grantor and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

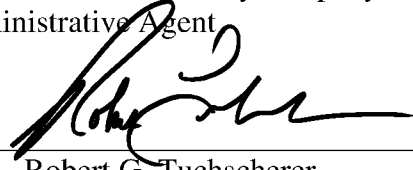
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest in the Trademark Collateral, (b) release and relinquish and discharge its liens on and security interest in the Trademark Collateral, and (c) re-assign, re-transfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Administrative Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Administrative Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Administrative Agent

By: _____



Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE A

Trademark Collateral

Serial Number	Reg. Number	Word Mark	Registration Date
85307998	4073683	SHOP2GRO	12/20/11
85307635	4066927	ADVERTISE2GRO	12/6/11
85307691	4,142,688	MOBILE2GRO	5/15/12
85307707	4114083	PLAN2GRO	3/20/12
85121822	3954762	SOCIAL GROCERY	5/3/11
77048454	3367776	GROCERIES AND MORE, DELIVERED STRAIGHT TO YOUR DOOR!	1/15/08
77027829	3419069	MYWEBLINK	4/29/08
75769706	2462625	MYWEBGROCER	6/19/01
87163328	5189908	MOVING GROCERY FORWARD	4/25/17