

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505053

<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>
FRESHLY INC.		12/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88173402	BENTLEY AND BRU	
<b>Serial Number:</b>	87943979	FRESHLY	
<b>Serial Number:</b>	87601836	LIFE IS BETTER WHEN IT'S LIVED MORE FRES	
<b>Serial Number:</b>	87621704	EAT MORE FRESHLY	
<b>Serial Number:</b>	87621673	LIFE IS BETTER WHEN IT'S LIVED MORE FRES	
<b>Serial Number:</b>	87601787	EAT MORE FRESHLY	
<b>Serial Number:</b>	86780915	FRESHLY. DELICIOUSLY HEALTHY.	
<b>Serial Number:</b>	86761728	FRESHLY	
<b>Serial Number:</b>	86497311	FRESHLY FIT	
<b>Serial Number:</b>	86496705	FRESHLY FLEX	
<b>Serial Number:</b>	86496633		
<b>Serial Number:</b>	86386516	FRESHLY	
<b>Serial Number:</b>	85942275	F3 FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	8585506472		

CH \$340.00 88173402

**Email:** dmonteblanco@cooley.com  
**Correspondent Name:** DEREK MONTEBLANCO  
**Address Line 1:** C/O COOLEY LLP  
**Address Line 2:** 4401 EASTGATE MALL  
**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 036703-1760

**NAME OF SUBMITTER:** DEREK MONTEBLANCO

**SIGNATURE:** /DEREK MONTEBLANCO/

**DATE SIGNED:** 01/08/2019

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2018 by and between COMERICA BANK ("Bank") and FRESHLY INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of September 11, 2015, as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of October 31, 2016, that certain Second Amendment to Loan and Security Agreement dated as of January 27, 2017, that certain Third Amendment to Loan and Security Agreement dated as of March 31, 2017 and that certain Fourth Amendment to Loan and Security Agreement dated as of August 15, 2017, that certain Fifth Amendment to Loan and Security Agreement dated as of December 27, 2017, that certain Sixth Amendment to Loan and Security Agreement dated as of August 1, 2018 and that certain that certain Consent to Loan and Security Agreement dated as of November 20, 2018 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank and Grantor propose to enter into a Seventh Amendment to Loan and Security Agreement dated of even date herewith (the "Amendment"). Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Amendment, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Signature Page Follows]*

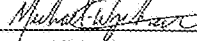
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**FRESHLY INC.**

115 East 23rd Street  
New York, New York 10010  
Attn: Michael Wystrach

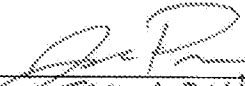
By:   
Name: Michael Wystrach  
Title: CEO

**BANK:**

Address of Bank:

**COMERICA BANK**

M/C 7512  
39200 W. Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

By:   
Name: JASON PAN  
Title: VICE PRESIDENT

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<u><b>Registration Date</b></u>
None		

**EXHIBIT B**

**PATENTS**

Description	Patent / Application Number	Issue / Application Date
None		

**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
BENTLEY AND BRU	88/173,402	10/29/18
FRESHLY	87/943,979	05/31/18
LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY	87/601,836	09/08/17
EAT MORE FRESHLY	87/621,704	09/25/17
LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY	87/621,673	09/25/17
EAT MORE FRESHLY	87/601,787	09/08/17
FRESHLY. DELICIOUSLY HEALTHY.	86/780,915	10/07/15
FRESHLY	86/761,728	09/18/15
FRESHLY FIT	86/497,311	01/07/15
FRESHLY FLEX	86/496,705	01/06/15
Design only	86/496,633	01/06/15
FRESHLY	86/386,516	09/05/14
F3 FOODS	85/942,275	05/24/13