

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Grant of Security Interest Trademarks recorded at Reel 6513/Frame 0632		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Technology Finance Corporation		09/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Food52, Inc.		
Street Address:	122 West 26th Street, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4034646	FOOD52	
Registration Number:	5186844	FOOD52 WORKS	
Serial Number:	88000910	FIVE TWO BY FOOD52	
Serial Number:	87671374	GENIUS	
Serial Number:	87671343	GENIUS RECIPES	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	93910-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		

CH \$140.00 4034646

DATE SIGNED:	09/26/2019
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Total Attachments: 4

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RELEASE OF GRANT OF SECURITY INTEREST TRADEMARKS

This RELEASE OF GRANT OF SECURITY INTEREST TRADEMARKS (this "Release") is made as of September 26, 2019, by HORIZON TECHNOLOGY FINANCE CORPORATION, in its capacity as Secured Party under (and as defined in) the Security Agreement referred to below (the "Secured Party") for the benefit of FOOD52, INC., a Delaware corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantor and the Secured Party are parties to that certain (i) Venture Loan and Security Agreement, dated as of December 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and (ii) Grant of Security Interest Trademarks, dated as of December 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor has granted to the Secured Party for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 28, 2018 at Reel 6513 and Frame 0632; and

WHEREAS, Grantor has requested that the Secured Party release, and the Secured Party is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in the Trademark Collateral to the Grantor.

2. The Secured Party, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]


IN WITNESS WHEREOF, the undersigned has caused this Release of Grant of Security Interest Trademarks to be executed and delivered as of the date first written above.

HORIZON TECHNOLOGY FINANCE CORPORATION, as Secured Party

By: *Robert D. Pomeroy, Jr.*
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

SCHEDULE I

REGISTERED TRADEMARKS

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
EU	FIVE TWO BY FOOD52	Filing Date 12/13/2018 Reg. Date 7/26/2019	Appl. No. 18000241 Reg. No. 18000241	Registered	Food52, Inc.
U.S.	food52	Filing Date 2/25/2011 Reg. Date 10/4/2011	Serial No. 85/251,872 Reg. No. 4,034,646	Registered	Food52, Inc.
U.S.		Filing Date 6/19/2014 Reg. Date 4/18/2017	Serial No. 86/314,594 Reg. No. 5,186,844	Registered	Food52, Inc.

TRADEMARK APPLICATIONS

Country	Mark	Filing	Serial/Appl. No.	Status	Owner
Australia	GENIUS	Filing Date 4/26/2018	Appl. No. 1922432	Published	Food52, Inc.
Australia	GENIUS RECIPES	Filing Date 4/26/2018	Appl. No. 1922437	Published	Food52, Inc.
Canada	GENIUS	Filing Date 4/25/2018	Appl. No. 1895837	Pending	Food52, Inc.
Canada	GENIUS RECIPES	Filing Date 4/25/2018	Appl. No. 1895838	Pending	Food52, Inc.
EU	GENIUS	Filing Date 4/26/2018	Appl. No. 17892747	Pending	Food52, Inc.
EU	GENIUS RECIPES	Filing Date 4/27/2018	Appl. No. 17893105	Pending	Food52, Inc.
U.S.	FIVE TWO BY FOOD52	Filing Date 6/14/2018	Serial No. 88/000,910	Allowed	Food52, Inc.
U.S.	GENIUS	Filing Date 11/3/2017	Serial No. 87/671,374	Suspended	Food52, Inc.
U.S.	GENIUS RECIPES	Filing Date 11/3/2017	Serial No. 87/671,343	Suspended	Food52, Inc.