

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thrive Market, Inc.		01/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	237 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5360450	THRIVE MARKET	
Registration Number:	5020791	THRIVE MARKET	
Registration Number:	5016348	WHOLESOME PRODUCTS. WHOLESAL PRICES.	
Serial Number:	86797613	THRIVE MARKET	
Serial Number:	86797618	THRIVE MARKET	
Serial Number:	86797625	THRIVE MARKET	
Serial Number:	86797633	THRIVE MARKET	
Serial Number:	88247868	THRIVE CASH	
Serial Number:	88576967	THRIVE -MARKET-	
Serial Number:	88729158	BELONG TO A BETTER MARKET	
Serial Number:	88729185	BELONG TO A BETTER MARKET	
Serial Number:	88729170	HEALTHY LIVING MADE EASY	
Serial Number:	88729201	HEALTHY LIVING MADE EASY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(619) 699-2708		

CH \$340.00 5360450

Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 401 B Street
Address Line 2: Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER: Matt Schwartz

SIGNATURE: /s/ Matt Schwartz

DATE SIGNED: 02/05/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of January 31, 2020 by and between JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below (collectively, the “Lenders”), and Thrive Market, Inc., a Delaware corporation (the “Grantor”).

RECITALS

A. Administrative Agent has agreed to make certain advances of money and to extend certain financial accommodation (collectively, the “Loans”) to the Grantor in the amounts and manner set forth in that certain Credit Agreement, by and among the Administrative Agent, the Lenders, the Grantor, and the other loan parties from time to time party thereto, dated the date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Administrative Agent is willing to make the Loans to the Grantor, but only upon the condition, among others, that the Grantor shall grant to the Administrative Agent a security interest in the Collateral (as defined in the below-defined Security Agreement), including certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), by and among the Administrative Agent, for the benefit of the Lenders, the Grantor, and the other loan parties from time to time party thereto, the Grantor has granted to the Administrative Agent a security interest in all of the 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 Credit Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. The Grantor grants and pledges to the Administrative Agent a security interest in all of the Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to the Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, except for (i) any license that is in no way material to the conduct of its business or operations and (ii) any licenses that has an enterprise value, in each case, of less than Two Hundred Fifty Thousand Dollars (\$250,000);

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything contained in this Agreement to the contrary, the term “Intellectual Property Collateral” (or any other defined term or subcategory of assets that is used in such definition) shall not include Excluded Collateral (as defined in the Security Agreement); provided, that if and when any property that would otherwise constitute Intellectual Property Collateral shall cease to be Excluded Collateral, such property shall be deemed at all times from and after such date to constitute Intellectual Property Collateral.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. The Grantor hereby authorizes the Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which the Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of

which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

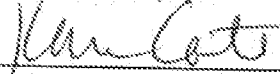
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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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:

THRIVE MARKET, INC.

By: 

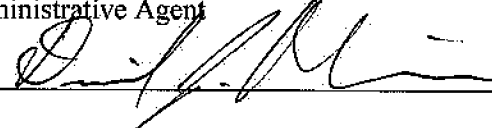
Name: Karen Cate

Title: Chief Financial Officer & Secretary

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____


Name: Dan Maniaci
Title: VP – Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006857 FRAME: 0051

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

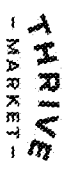
TRADEMARK REGISTRATIONS

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Class, Goods/Services
THRIVE MARKET	United States	86/797582	10/23/2015	5360450	12/19/2017	03 Household cleaning preparations; laundry detergent
THRIVE MARKET	United States	86/797648	10/23/2015	5020791	8/16/2016	41 Educational services, namely, conducting seminars and live events in the field of healthy lifestyles and wellness through the use of organic, non-toxic, healthy, natural and wholesome products and practices; providing a website featuring non-downloadable articles and videos in the field of healthy lifestyle and wellness through the use of organic, non-toxic, healthy, natural and wholesome products and practices.
WHOLESOME PRODUCTS, WHOLESALE PRICES.	United States	86/797652	10/23/2015	5016348	8/9/2016	35 Online retail store services featuring groceries and health and wellness products; retail and wholesale buying club services in the field of organic and natural goods; on-line grocery store services featuring home delivery services.
THRIVE MARKET	South Korea	40-2018-134568	September 28, 2018	40-1530968	Oct. 11, 2019	21 Spatulas for kitchen use, serving utensils (tableware), serving scoops (household or kitchen utensil), serving spoons, serving tongs, and graters for household purposes; table plates, bowls (basins) serving trays;

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Class, Goods/Services
						household hand-operated cleaning instruments; containers for household kitchen use; kitchen utensils; cooking utensils (non-electric); cleaning tools and washing utensils (other than electric); apparatus for food and drink processing for household purposes (other than electric); serving dishes (other than electric); serving forks; serving ladles; serving ware (vessels) for serving beverages.
THRIVE MARKET	South Korea	40-2018-134569	September 28, 2018	40-1530969	Oct. 11, 2019	29 Nut-based snack foods, processed nuts, processed edible seeds; fruit-based organic snack food; raisins; plantain chips; nut butters; canned tuna; canned sardines; frozen meat; frozen poultry; frozen seafood; preserved/frozen/dried and cooked fruits and vegetables; fruit-based snack food; soy based snack food; seed-based snack food.
THRIVE MARKET	South Korea	40-2018-134569	September 28, 2018	40-1530969	Oct. 11, 2019	29 Nut-based snack foods, processed nuts, processed edible seeds; fruit-based organic snack food; raisins; plantain chips; nut butters; canned tuna; canned sardines; frozen meat; frozen poultry; frozen seafood; preserved/frozen/dried and cooked fruits and vegetables; fruit-based snack food; soy based snack food; seed-based snack food.

TRADEMARK APPLICATIONS

Trademark	Country	Application No.	Filing Date	Class, Goods/Services
THRIVE MARKET	United States	86/797613	10/23/2015.	29 Snack foods, namely, organic nuts and seeds; fruit-based organic snack foods; cooking oils, namely, coconut oil, vegetable oil, sesame oil, olive oil, avocado oil, and canola oil; nut butters; seed butters
THRIVE MARKET	United States	86/797618	October 23, 2015	30 Natural sweeteners, namely, agave, stevia, and maple syrup; baking supplies, namely, flours, yeasts, sugars, baking powder, and mixes for bakery goods; dried pasta; condiments, namely, ketchup and sauces; processed grains, namely, rice and quinoa.
THRIVE MARKET	United States	86/797625	10/23/2015	35 Wholesale buying club services in the field of organic and natural goods; charitable services, namely, coordinating the procurement and distribution of health food and wellness products to low-income families; Online retail store services featuring household supplies, housewares, food, bath, beauty and body products, vitamins, supplements, sports supplements and beverages, toys, diapers, apparel and accessories, health preparations, feeding and nursing supplies, pet supplies and food, backpacks, lunch boxes, bedding, yoga accessories, towels and mats, home fragrances, cultures for fermentation, wraps for body and eyes; On-line retail store services featuring a wide variety of organic, non-toxic, healthy, natural and wholesome consumer goods of others; Arranging for delivery and transportation of organic and natural goods via ground and air carriers
THRIVE MARKET	United States	86/797633	10/23/2015	39 Delivery and packaging of organic and natural goods
THRIVE	U.S.	88 247868	Jan. 3,	35 Customer loyalty program services, namely, administration and

Trademark	Country	Application No.	Filing Date	Class, Goods/Services
CASH			2019	provision of customer loyalty and incentive programs enabling participants to earn rewards in the nature of discounts, coupons and gift cards in return for the purchase of goods, participation in marketing promotions, provision of product feedback and reviews, and referral of customers
	U.S.	88 576967	Aug. 13, 2019	32 Smoothies; fruit smoothies.
WELLMADE	U.S.	TBD	Dec 2019	5 Vitamin and mineral supplements; Vitamins and vitamin preparations; Dietary supplements; Herbal supplements; Mineral supplements; Natural dietary supplements; Natural herbal supplements; Nutritional supplements; Prenatal vitamins; Protein supplements
BELONG TO A BETTER MARKET	U.S.	88 729158	Dec. 16, 2019	35 On-line retail store services featuring foods, beverages, wines, housewares, beauty and health supplies, vitamins and supplements, cleaning supplies, cosmetics, baby products and pet products; Online retail grocery store services
BELONG TO A BETTER MARKET	U.S.	88 729185	Dec. 16, 2019	39 Delivery of goods; Packaging articles for transportation; Shipping of goods; Transport, delivery, packaging, and storage of goods

Trademark	Country	Application No.	Filing Date	Class, Goods/Services
HEALTHY LIVING MADE EASY	U.S.	88 729170	Dec. 16, 2019	35 On-line retail store services featuring foods, beverages, wines, housewares, beauty and health supplies, vitamins and supplements, cleaning supplies, cosmetics, baby products and pet products; Online retail grocery store services
HEALTHY LIVING MADE EASY	U.S.	88 729201	Dec. 16, 2019	39 Delivery of goods; Packaging articles for transportation; Shipping of goods; Transport, delivery, packaging, and storage of goods
THRIVE MARKET	South Korea	40-2019-62533	April 22, 2019	29 Cooking oil, coconut oil for food, vegetable oil, sesame oil for food, olive oil, avocado oil, canola oil; seed butters.
THRIVE MARKET	South Korea	40-2018-134570	September 28, 2018	30 Natural sweeteners, agave syrup (natural sweetener), stevia syrup, maple syrup; flours, yeasts, sugars, baking powder, cinnamon (spice); seasonings; spices; vinegar; dried pasta; condiments, ketchup, sauces; salsa sauces; processed whole grains, processed rice, processed quinoa; coffee; tea; cereal-based snack food; flour and preparations made from cereals; confectionary; bread-based stuffing mixes; biscuit mixes; cake mixes; cookie mixes; pancake mixes.
THRIVE MARKET	South Korea	40-2018-134571	September 28, 2018	35 Wholesale buying club services in the field of organic and natural goods, charitable services, namely, coordinating the procurement and distribution of health food and wellness products to low-income families; online retail store services featuring household supplies, housewares, food, bath, beauty and body products, vitamins preparations, nutritional supplements, dietary supplements, sports food supplements and beverages, toys, adult diapers, babies' diapers, diapers for pets, apparel, brooches (clothing accessories), buckles (clothing accessories), pharmaceutical preparations for health care, feeding and nursing supplies, backpacks, lunch boxes, bedding (except linen), yoga

Trademark	Country	Application No.	Filing Date	Class, Goods/Services
				<p>accessories, yoga towels, yoga mats, home fragrances, cultures for fermentations, wraps for body and eyes; online retail store services featuring a wide variety of organic, non-toxic, healthy, natural and wholesome consumer good of others; arranging for delivery and transportation of organic and natural goods via ground and air carriers.</p>

TRADEMARK

REEL: 006857 FRAME: 0059

RECORDED: 02/05/2020