

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOOD52, INC.		12/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET, SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88902687	MADE BY US, MADE WITH YOU	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	9193143063		
Email:	diligencereview@pacwest.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	S/NICHOLAS NANCE/EPD		
DATE SIGNED:	06/24/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 28, 2018 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**"), and **FOOD52, INC.**, a Delaware corporation ("**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 July 25, 2014, as amended by that certain First Amendment to Loan and Security Agreement dated as of January 27, 2015, as amended by that certain Second Amendment to Loan and Security Agreement dated as of March 30, 2015, as amended by that certain Third Amendment to Loan and Security Agreement dated as of July 28, 2015, as amended by that certain Fourth Amendment to Loan and Security Agreement dated as of April 15, 2016, as amended by that certain Fifth Amendment to Loan and Security Agreement dated as of July 5, 2016, as amended by that certain Sixth Amendment to Loan and Security Agreement dated as of July 28, 2017, as amended by that certain Seventh Amendment to Loan and Security Agreement dated as of November 8, 2017, as amended by that certain Eighth Amendment to Loan and Security Agreement dated as of March 30, 2018, and as amended by that certain Ninth Amendment to Loan and Security Agreement dated as of the date hereof (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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, 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.

C. Pursuant to the terms of the Loan Agreement, 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 the other Loan Documents now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the 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 and to the extent of any inconsistency between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall govern. 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.

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:

122 W 26th Street, 8th Floor
New York, NY 1000
Attn: Merrill Stubbs

FOOD52, INC.

By: 

Name: Amanda Hesser

Title: Chief Executive Officer

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: _____

Name: _____

Title: _____

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:

122 W 26th Street, 8th Floor
New York, NY 1000
Attn: Merrill Stubbs

FOOD52, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: James Londono

Name: James Londono

Title: Vice President

EXHIBIT A

COPYRIGHTS

Title	Copyright Registration Number	Copyright Grant Date
The Food52 Cookbook	TX0007544730	6/1/2012
The Food52 Cookbook, Volume 2	TX0007730642	7/12/2013
Genius Recipes	TX0008118236	6/26/2015
Baking	TX0008201925	12/14/2015
Vegan	TX0008195124	11/19/2015
A New Way to Dinner	TX0008375550	3/1/2017
Mighty Salads	TX0008449105	7/27/2018
Ice Cream & Friends	TX0008449104	7/27/2018
Any Night Grilling	TX0008598119	7/6/2018
Genius Desserts	VA0002120119	9/12/2018
Cook In The Blank	TX008709904	1/18/2019
Food52 A New Way To Dinner	TX0008375550	1/03/2017
Food52 Any Night Grilling	TX0008598119	7/06/18
Food52 Baking	TX0008201925	12/14/15
The Food52 Cookbook, Volume 2	TX0007730642	7/12/2014
Food52 Dynamite Chicken	TX0008863254	2/27/2020
Food52 Genius Desserts	TX0008685207	12/13/2018
Food52 Genius Recipes	TX0008118236	6/26/2015
Food52 Ice Cream & Friends	TX0008449104	7/27/2017
Food52 Mighty Salads	TX0008449105	7/27/2017
Food52 Vegan	TX0008195124	11/19/2015

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS
TRADEMARKS

Trademark	Owner	Registration Number	Registration Date
FOOD52 WORKS	Food52, Inc.	5186844	4/18/17
FOOD52	Food52, Inc.	4034646	10/4/11

TRADEMARK APPLICATIONS

Trademark Application	Owner	Application Number	Application Date
FIVE TWO BY FOOD52	Food52, Inc.	88/000910	6/14/18
GENIUS	Food52, Inc.	1922432	4/26/18
GENIUS	Food52, Inc.	1895837	4/25/18
GENIUS	Food52, Inc.	17892747	4/26/18
GENIUS	Food52, Inc.	87/671374	11/3/17
GENIUS RECIPES	Food52, Inc.	1922437	4/26/18
GENIUS RECIPES	Food52, Inc.	1895838	4/25/18
GENIUS RECIPES	Food52, Inc.	17893105	4/27/18
GENIUS RECIPES	Food52, Inc.	87/671343	11/3/17
FIVE TWO BY FOOD52	Food52, Inc.	18000241	12/13/18
MADE BY US, MADE WITH YOU	Food52, Inc.	88902687	5/06/20