

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587194

<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.		07/16/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5909258	FRESHLY	
<b>Registration Number:</b>	5448566	LIFE IS BETTER WHEN IT'S LIVED MORE FRES	
<b>Registration Number:</b>	5448567	EAT MORE FRESHLY	
<b>Registration Number:</b>	5447751	EAT MORE FRESHLY	
<b>Registration Number:</b>	5593302	LIFE IS BETTER WHEN IT'S LIVED MORE FRES	
<b>Registration Number:</b>	5281816	FRESHLY. DELICIOUSLY HEALTHY.	
<b>Registration Number:</b>	4985409	FRESHLY	
<b>Registration Number:</b>	4794551	FRESHLY FIT	
<b>Registration Number:</b>	4794496		
<b>Registration Number:</b>	4794504	FRESHLY FLEX	
<b>Registration Number:</b>	4753412	FRESHLY	
<b>Registration Number:</b>	4715553	THE FRESH 20	
<b>Registration Number:</b>	4474311	F3 FOODS	
<b>Registration Number:</b>	4460294	THE FRESH 20	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(619) 699-2708		

CH \$365.00 5909258

**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:** 07/17/2020

**Total Attachments: 9**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (“Agreement”) is entered into as of July 16, 2020 by and between **SILICON VALLEY BANK**, a California corporation (“Bank”), and **FRESHLY 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 between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, 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 (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 of 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 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 Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"); provided that the Intellectual Property Collateral shall not include any application to register Trademarks in the U.S. Patent and Trademark Office (the "PTO") based upon Grantor's "intent to use" such Trademark (but only if the grant of security interest to such "intent to use" Trademark violates of 15 U.S.C. § 1060(a)) unless and until the first use in commerce or a "Statement of Use" or "Amendment to Allege Use" is filed in the PTO with respect thereto;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(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, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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 Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related 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.

Remainder of this Page Intentionally Left Blank

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).


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.

Address:

Freshly Inc.  
115 E 23rd Street, 8th Floor  
New York, New York 10010  
Attn: Matt Hagel; Marc Holzapfel

GRANTOR:

**FRESHLY INC.**

By:  5739649F7A174CE...  
Name: \_\_\_\_\_  
Title: CFO

Address:

Silicon Valley Bank  
387 Park Avenue South, 2nd Floor  
New York, New York 10016  
Attn: Hillary Le

BANK:

**SILICON VALLEY BANK**

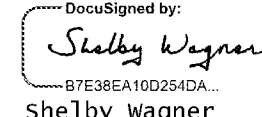
By:  B7E38EA10D254DA...  
Name: \_\_\_\_\_  
Title: Vice President I, Credit Solutions

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

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

EXHIBIT C




## Trademarks

Citation	Image	Application Number	Registration Number	Application Date	Registration Date
FRESHLY	FRESHLY 	App 87943979	Reg 5909258	App 31-MAY-2018	Reg 12-NOV-2019
LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY <b>Cross References:</b> LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY, LIFE IS BETTER WHEN IT IS LIVED MORE FRESHLY	LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY 	App 87621673	Reg 5448566	App 25-SEP-2017	Reg 17-APR-2018
EAT MORE FRESHLY	EAT MORE FRESHLY	App 87621704	Reg 5448567	App 25-SEP-2017	Reg 17-APR-2018
EAT MORE FRESHLY	EAT MORE FRESHLY	App 87601787	Reg 5447751	App 08-SEP-2017	Reg 17-APR-2018
LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY <b>Cross References:</b> LIFE IS BETTER WHEN IT IS LIVED MORE FRESHLY, LIFE	LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY	App 87601836	Reg 5593302	App 08-SEP-2017	Reg 30-OCT-2018

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**TRADEMARK**  
**REEL: 007001 FRAME: 0367**



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FRESHLY. DELICIOUSLY HEALTHY. <b>Cross References:</b> FRESHLY DELICIOUSLY HEALTHY	Freshly. Deliciously Healthy.	<b>App</b> 86780915	<b>Reg</b> 5281816	<b>App</b> 07-OCT- 2015	<b>Reg</b> 05-SEP- 2017
FRESHLY		<b>App</b> 86761728	<b>Reg</b> 4985409	<b>App</b> 18-SEP- 2015	<b>Reg</b> 21-JUN- 2016
FRESHLY FIT	FRESHLY FIT	<b>App</b> 86497311	<b>Reg</b> 4794551	<b>App</b> 07-JAN- 2015	<b>Reg</b> 18-AUG- 2015
Design Only		<b>App</b> 86496633	<b>Reg</b> 4794496	<b>App</b> 06-JAN- 2015	<b>Reg</b> 18-AUG- 2015
FRESHLY FLEX	FRESHLY FLEX	<b>App</b> 86496705	<b>Reg</b> 4794504	<b>App</b> 06-JAN- 2015	<b>Reg</b> 18-AUG- 2015
FRESHLY	FRESHLY	<b>App</b> 86386516	<b>Reg</b> 4753412	<b>App</b> 05-SEP- 2014	<b>Reg</b> 09-JUN- 2015
THE FRESH 20		<b>App</b> 86366224	<b>Reg</b> 4715553	<b>App</b> 14-AUG- 2014	<b>Reg</b> 07-APR- 2015

F3 FOODS <b>Cross References:</b> F 3 FOODS	F3 FOODS	<b>App</b> 85942275	<b>Reg</b> 4474311	<b>App</b> 24-MAY- 2013	<b>Reg</b> 28-JAN- 2014
THE FRESH 20	THE FRESH 20	<b>App</b> 85700938	<b>Reg</b> 4460294	<b>App</b> 10-AUG- 2012	<b>Reg</b> 31-DEC- 2013

EXHIBIT D

Mask Works

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