

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freshly Inc.		10/07/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Triplepoint Capital LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87601787	EAT MORE FRESHLY	
Serial Number:	87621704	EAT MORE FRESHLY	
Serial Number:	87601836	LIFE IS BETTER WHEN IT'S LIVED MORE FRES	
Serial Number:	87621673	LIFE IS BETTER WHEN IT'S LIVED MORE FRES	
Serial Number:	87943979	FRESHLY	
Serial Number:	88412961	BENTLEY AND BLU	
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:	6508157637		
Email:	aalwine@mwe.com		
Correspondent Name:	Judy M. Mohr		
Address Line 1:	275 Middlefield Road		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	082853-0010		
NAME OF SUBMITTER:	Judy M. Mohr		
SIGNATURE:	/Judy M. Mohr/		
DATE SIGNED:	07/22/2020		

CH \$165.00 87601787

Total Attachments: 7

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FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated October 7, 2019 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, as Collateral Agent and FRESHLY INC., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC, as Collateral Agent. The words "You" or "Your" refers to the Grantor, which is FRESHLY INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC, as Collateral Agent, and FRESHLY INC.

B. The Parties entered into a First Amended and Restated Plain English Growth Capital Loan and Security Agreement dated as of October 7, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, TRIPLEPOINT CAPITAL LLC, as Collateral Agent and lender and TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, as lender, agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of January 27, 2017 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your Secured Obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule C to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

TRIPLEPOINT CAPITAL LLC,
as Collateral Agent

Signature: _____

Print Name: _____

Title: _____

FRESHLY INC.

Signature:  _____

Print Name: Michael Wystrach

Title: Chief Executive Officer

{SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY
SECURITY AGREEMENT}

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

TRIPLEPOINT CAPITAL LLC,
as Collateral Agent

Signature: Christopher M. Mathieu
Print Name: CHRISTOPHER M. MATHIEU
Title: CFO

FRESHLY INC.

Signature: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between FRESHLY INC., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Collateral Agent, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None		

SUPPLEMENT TO SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between FRESHLY INC., Inc., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Collateral Agent, as Us (Grantee)

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
Eat More Freshly	4/17/18	87601787	Live
Eat More Freshly	4/17/18	87621704	Live
FRESHLY	6/9/15	86386516	Live
FRESHLY FIT	9/18/15	86497311	Live
FRESHLY FLEX	9/18/15	86496705	Live
Logo (design)	9/18/15	86496633	Live
F3 FOODS	1/28/14	85942275	Live
FRESHLY and Design	6/21/16	86761728	Live
Freshly. Deliciously Healthy	9/5/17	86780915	Live
Life is Better When It's Lived More Freshly	10/30/18	87601836	Live
Life is Better When It's Lived More Freshly	4/17/18	87621673	Live

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
FRESHLY [service mark]	5/31/18	87943979	Pending
Eat More Freshly	5/2/19	88412961	Pending

SUPPLEMENT TO SCHEDULE C
To Plain English Intellectual Property Security Agreement
Between FRESHLY INC., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Collateral Agent, as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		