

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603786

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLUE APRON, LLC		10/16/2020	Limited Liability Company: DELAWARE
BN RANCH, LLC		10/16/2020	Limited Liability Company: DELAWARE
BAW, INC.		10/16/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BLUE TORCH FINANCE LLC
Street Address:	150 E. 58th Street
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10155
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5121793	A BETTER WAY TO COOK
Registration Number:	4966230	ANCHORED INN
Registration Number:	5665240	BLUE APRON
Serial Number:	87856787	BLUE APRON
Registration Number:	4417957	BLUE APRON
Registration Number:	4956738	BLUE APRON
Registration Number:	4919034	BLUE APRON
Registration Number:	4942227	
Registration Number:	4919036	
Registration Number:	5362420	BLUE APRON
Registration Number:	5332403	BLUE APRON FOODS
Serial Number:	87883924	BLUE APRON SUPPER CLUB
Registration Number:	5454437	FOOD IS BETTER WHEN YOU START FROM SCRAT
Serial Number:	87695032	KNICK KNACKS
Registration Number:	4568219	TRADESMAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4568222	TRADESMAN PREMIUM CUTS
Registration Number:	5403462	ANTHESIS
Registration Number:	5409149	GTB
Registration Number:	4391757	BN RANCH
Registration Number:	5055507	RIGHTEOUS DAWG

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125527-19
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	10/19/2020

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 16, 2020 (this “**Trademark Security Agreement**”), by BLUE APRON, LLC, a Delaware limited liability company (the “**Borrower**”), BAW, INC., a Delaware corporation (“**BAW**”), and BN RANCH, LLC, a Delaware limited liability company (“**BN Ranch**” and together with the Borrower and BAW, the “**Grantors**” and each individually, a “**Grantor**”), in favor of BLUE TORCH FINANCE LLC, in its capacity as the collateral agent pursuant to the Financing Agreement (the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 16, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Financing Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. “**Trademarks**” shall mean, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof. Unless otherwise defined herein, other terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) all Trademarks of such Grantor, including the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark

Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

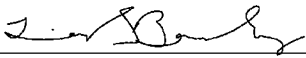
SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

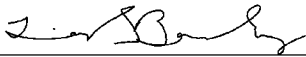
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

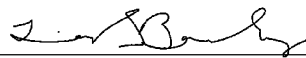
BLUE APRON, LLC

By: 
Name: Tim Bensley
Title: Treasurer

BAW, INC.

By: 
Name: Tim Bensley
Title: Treasurer

BN RANCH, LLC

By: 
Name: Tim Bensley
Title: Treasurer

BLUE TORCH FINANCE LLC,
as Collateral Agent

DocuSigned by:

Kevin Genda

By: _____
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Name: Kevin Genda

Title: Authorised Signor



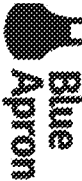
SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner: Blue Apron, LLC

Trademark	Country	Class	Application #	Application Date	Registration #	Registration Date	Status
A BETTER WAY TO COOK	USA	39, 41, 43	86652591	06/05/2015	5121793	01/17/2017	Registered
ANCHORED INN	USA	29	86642199	05/27/2015	4966230	05/24/2016	Registered
BLUE APRON	USA	30	87872104	04/11/2018	5665240	1/29/2019	Registered
BLUE APRON	USA	29	87856787	03/30/2018			Pending
BLUE APRON	USA	16, 29, 30, 31, 39, 43	85855506	02/20/2013	4417957	10/15/2013	Registered
BLUE APRON	USA	25	86424854	10/15/2014	4956738	05/10/2016	Registered
BLUE APRON	USA	8, 16, 21, 29, 33, 41, 43	86424827	10/15/2014	4919034	03/15/2016	Registered

	USA	25	86424888	10/15/2014	4942227	04/19/2016	Registered
	USA	8,16, 21, 29, 30, 31, 33, 39, 41, 43	86424880	10/15/2014	4919036	03/15/2016	Registered
	USA	16, 29, 31, 39, 43	87075266	06/17/2016	5362420	12/26/2017	Registered
BLUE APRON FOODS	USA	35	86728768	8/18/2015	5332403	11/14/2017	Registered
BLUE APRON SUPPER CLUB	USA	29, 30, 31	87883924	4/19/2018			Pending
FOOD IS BETTER WHEN YOU START FROM SCRATCH	USA	39, 43	87239123	11/16/2016	5454437	4/24/2018	Registered
KNICK KNACKS	USA	29, 30, 31	87695032	11/22/2017			Pending
TRADESMAN	USA	29	86141549	12/12/2013	4568219	07/15/2014	Registered

TRADESMAN PREMIUM CUTS	USA	29	86141559	12/12/2013	4568222	07/15/2014	Registered
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Owner: BAW, INC.

Trademark	Country	Class	Application #	Applicati on Date	Registratio n #	Registratio n Date	Status
ANTHESIS	USA	33	87460346	05/23/2017	5403462	02/13/2018	Registered
GTB	USA	33	87525630	7/12/2017	5409149	02/20/2018	Registered

Owner: BN RANCH, LLC

Trademark	Country	Class	Application #	Application Date	Registration #	Registration Date	Status
BN RANCH	USA	29	85821626	1/11/2013	4391757	8/27/2013	Registered
RIGHTEOUS DAWG	USA	29	86615768	4/30/2015	5055507	10/4/2016	Registered