

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606109

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Intellectual Property Collateral at Reel/Frame No. 7001/0360		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		10/27/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Freshly Inc.		
<b>Street Address:</b>	115 E. 23rd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<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>	2138918763		
<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>			

OP \$365.00 5909258

**Email:** rhonda.deleon@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 355 South Grand Avenue  
**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560

**ATTORNEY DOCKET NUMBER:** 030256-0161

**NAME OF SUBMITTER:** Rhonda DeLeon

**SIGNATURE:** /Rhonda DeLeon/

**DATE SIGNED:** 10/30/2020

**Total Attachments: 5**

source=Freshly Inc - SVB Release of Security Interest in Intellectual Property Collateral#page1.tif

source=Freshly Inc - SVB Release of Security Interest in Intellectual Property Collateral#page2.tif

source=Freshly Inc - SVB Release of Security Interest in Intellectual Property Collateral#page3.tif

source=Freshly Inc - SVB Release of Security Interest in Intellectual Property Collateral#page4.tif

source=Freshly Inc - SVB Release of Security Interest in Intellectual Property Collateral#page5.tif

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**, dated as of October 27, 2020 (this “Release”), is made by SILICON VALLEY BANK, a California corporation (the “Bank”), in favor of FRESHLY INC., a Delaware corporation (the “Grantor”).

**WITNESSETH**

WHEREAS, the Grantor and the Bank are parties to that certain Loan and Security Agreement, dated as of July 16, 2020 (as amended, modified or supplemented from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the Loan Agreement, the Grantor executed the Intellectual Property Security Agreement, dated as of July 16, 2020 (the “Intellectual Property Security Agreement”) and recorded with the U.S. Patent and Trademark Office on July 17, 2020 at Reel/Frame No. 7001/0360, pursuant to which the Grantor granted and pledged to the Bank a security interest in all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement).

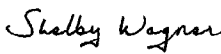
WHEREAS, the Grantor has requested that the Bank release its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Bank hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Intellectual Property Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Bank may have obtained in, to and under the Intellectual Property Collateral under the Loan Agreement and the Intellectual Property Security Agreement.

[SIGNATURE PAGE FOLLOWS]

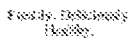



IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed and delivered as of the date first written above.

**SILICON VALLEY BANK,**  
as Bank

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Shelby Wagner  
Title: Vice President and authorized signatory

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL  
Trademarks

Character	Image	Application Number	Registration Number	Application Date	Registration Date
FRESHLY	FRESHLY 	App 87943979	Reg 5989258	App 31-MAY-2018	Reg 12-NOV-2019
LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY Cross References: LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY, LIFE IS BETTER WHEN IT IS 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 Cross References: LIFE IS BETTER WHEN IT IS LIVED MORE FRESHLY, LIFE		App 87601836	Reg 5593302	App 08-SEP-2017	Reg 30-OCT-2018

IS BETTER WHEN ITS LIVED MORE FRESHLY					
FRESHLY. DELICIOUSLY HEALTHY. Cross References: FRESHLY DELICIOUSLY HEALTHY		App 86780915	Reg 5281816	App 07-OCT-2015	Reg 08-SEP-2017
FRESHLY		App 86763728	Reg 4985409	App 18-SEP-2015	Reg 21-JUN-2016
FRESHLY FIT	FRESHLY FIT	App 86497311	Reg 4794551	App 07-JAN-2015	Reg 18-AUG-2015
Design Only		App 86496633	Reg 4794496	App 06-JAN-2015	Reg 18-AUG-2015
FRESHLY FLEX	FRESHLY FLEX	App 86496705	Reg 4794504	App 06-JAN-2015	Reg 18-AUG-2015
FRESHLY	FRESHLY	App 86386516	Reg 4753412	App 05-SEP-2014	Reg 09-JUN-2015
THE FRESH 20		App 86366224	Reg 4715553	App 14-AUG-2014	Reg 07-APR-2015

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

Copyrights

None.

Patents

None.

Mask Works

None.