

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644672

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900609089

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FOOD52, INC.		04/12/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	AVIDBANK
<b>Street Address:</b>	1732 N. 1st Street, 6th Floor
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95112
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	5186844	FOOD52 WORKS
<b>Registration Number:</b>	4034646	FOOD52
<b>Serial Number:</b>	90555126	HOME52
<b>Serial Number:</b>	90139208	PLAY ME A RECIPE
<b>Serial Number:</b>	90139205	THE GENIUS RECIPE TAPES
<b>Serial Number:</b>	88000910	FIVE TWO BY FOOD52
<b>Serial Number:</b>	88902687	MADE BY US, MADE WITH YOU
<b>Serial Number:</b>	87671374	GENIUS
<b>Serial Number:</b>	87671343	GENIUS RECIPES

## 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: 6506483802  
 Email: PATTY@PATTYCHENG.COM  
 Correspondent Name: PATTY CHENG  
 Address Line 1: 2625 MIDDLEFIELD RD., #215  
 Address Line 4: PALO ALTO, CALIFORNIA 94306

<b>NAME OF SUBMITTER:</b>	Patty Cheng
<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	05/06/2021
<b>Total Attachments: 6</b> source=Food52 - IP Security Agreement#page1.tif source=Food52 - IP Security Agreement#page2.tif source=Food52 - IP Security Agreement#page3.tif source=Food52 - IP Security Agreement#page4.tif source=Food52 - IP Security Agreement#page5.tif source=Food52 - IP Security Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 12, 2021 by and between **Food52, Inc.**, a Delaware corporation (“**Grantor**”) and **Avidbank**, a California corporation (“**Bank**”).

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by 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, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

122 West 26<sup>th</sup> Street, 8<sup>th</sup> Floor  
New York, NY 10001  
Attn: Amanda Hesser

FOOD52, INC.

By: *Amanda Hesser*  
Print Name: Amanda Hesser  
Title: CEO

Address of Bank:

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Porter McKay

AVIDBANK

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

FOOD52, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AVIDBANK

By:  \_\_\_\_\_

Name: Porter McKay

Title: SUP

**EXHIBIT A**

**Copyrights**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
FOOD52 COOKBOOK	TX0007544730	6/1/2012
FOOD52 COOKBOOK, VOLUME 2.	TX0007730642	7/12/2013
FOOD52 BAKING: 60 Sensational Treats You Can Pull off in a Snap [by Editors of Food52]	TX0008201925	6/26/2015
FOOD52 GENIUS RECIPES: 100 Recipes That Will Change the Way You Cook [by Kristen Miglore]	TX0008118236	12/14/2015
FOOD52 VEGAN: 60 Vegetable-Driven Recipes for Any Kitchen [by Gena Hamshaw]	TX0008195124	11/19/2015
FOOD52 A NEW WAY TO DINNER A Playbook of Recipes and Strategies for the Week Ahead (by Amanda Hesser & Merrill Stubbs)	TX0008375550	3/1/2017
FOOD52 ICE CREAM & FRIENDS 60 Recipes & Riffs for Sorbets, Sandwiches, No-Churn Ice Creams and More.	TX0008449104	7/27/2018
FOOD52 MIGHTY SALADS 60 New Ways to Turn Salad Into Dinner--And Make-Ahead Lunches, Too.	TX0008449105	7/27/2018
COOK IN THE BLANK: The Fun, Freewheeling Game Plan That Takes You from Zero to Dinner.	TX0008709904	7/6/2018
FOOD52 ANY NIGHT GRILLING 60 Ways to Fire Up Dinner (And More)	TX0008598119	12/13/2018
FOOD52 GENIUS DESSERTS 100 Recipes that Will Change the Way You Bake.	TX0008685207	01/19/2019
FOOD52 DYNAMITE CHICKEN 60 Never-Boring Recipes for Your Favorite Bird (by Tyler Kord)	TX0008863254	02/27/2020
Your Do-Anything Kitchen	TBD	

**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

Title	Application Number / Patent Number	Application Date / Issue Date
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**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
HOME52	90555126		March 2, 2021
PLAY ME A RECIPE	90139208		August 26, 2020
THE GENIUS RECIPE TAPES	90139205		August 26, 2020
FIVE TWO BY FOOD52	88000910		June 14, 2018
MADE BY US, MADE WITH YOU	88902687		May 6, 2020
GENIUS	87671374		November 3, 2017
GENIUS RECIPES	87671343		November 3, 2017
FOOD52 WORKS	86314594	5186844	April 18, 2017
FOOD52	85251872	4034646	October 4, 2011
FOODPICKLE	85251884	4034647	*

<u>Country</u>	<u>Trademark</u>	<u>Reg. No. /App. No.</u>	<u>Status</u>
EU	FIVE TWO BY FOOD52	018000241	Registered 7/26/19. Renewal Due 12/13/28.
Australia	GENIUS	1922432	Registered 11/20/19. Renewal Due 4/26/28.
Canada	GENIUS	1895837	Filed 4/25/18. Published.
Australia	GENIUS RECIPES	1922437	Registered 11/20/19. Renewal Due 4/26/28.
Canada	GENIUS RECIPES	1,895,838	Filed 4/25/18. Published.

\* — indicates dead, abandoned or cancelled trademark