

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688661

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------------------|
| BRIGHTWOOD CAPITAL ADMINISTRATIVE SERVICES, LLC | | 01/05/2021 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Fresh Direct, LLC |
| Street Address: | 2 St. Ann's Avenue |
| City: | Bronx |
| State/Country: | NEW YORK |
| Postal Code: | 10454 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 3236688 | FRESHDIRECT |
| Registration Number: | 2836743 | FRESHDIRECT |
| Registration Number: | 3378198 | FEEDS YOUR LIFE |
| Registration Number: | 5022873 | CLOUD 9 |
| Registration Number: | 4881980 | CLOUD 9 |
| Serial Number: | 86013927 | CLOUD 9 |
| Serial Number: | 86013952 | CLOUD 9 |
| Registration Number: | 4657141 | JUST FRESHDIRECT |
| Serial Number: | 86005485 | JUST BY FRESHDIRECT |
| Serial Number: | 85856037 | GROCERY SHOPPING PERFECTED |
| Registration Number: | 3479032 | PRESIDENT'S PICKS |

CORRESPONDENCE DATA

Fax Number: 8043447999

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: 804-788-8331

Email: HWRITM@HuntonAK.com

Correspondent Name: Stephen Demm, Hunton Andrews Kurth LLP

CH \$290.00 3236688

Address Line 1: 951 East Byrd Street
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER: 074887.0001409

NAME OF SUBMITTER: Stephen P. Demm

SIGNATURE: /Stephen P. Demm/

DATE SIGNED: 11/17/2021

Total Attachments: 3

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, effective as of January 5, 2021, is made by Brightwood Capital Administrative Services, LLC, as collateral agent for the secured parties (the “**Agent**”).

WHEREAS, Fresh Direct, LLC, a Delaware limited liability company (the “**Grantor**”), executed an intellectual property security agreement dated March 24, 2014 (“**Intellectual Property Security Agreement**”), granting to the Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under (collectively, the "Intellectual Property Collateral"); provided, as of any date of determination, the term "Intellectual Property Collateral" shall not include any asset that is an Excluded Asset: (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule A hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”);

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office (“USPTO”) on March 25, 2014 at Reel 5243 Frame 0043;

WHEREAS, the Agent has agreed to terminate and release its security interests in all of the Trademarks as herein provided;

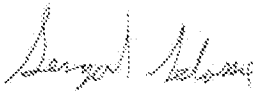
NOW, THEREFORE, for valuable consideration, the Agent hereby terminates the Intellectual Property Security Agreement and terminates and releases all mortgages, liens and security interests granted to the Agent in Grantor’s Trademarks, including the Trademarks referred to on Schedule A hereto.

[SIGNATURE PAGE FOLLOWS]

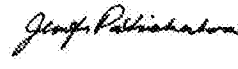
IN WITNESS WHEREOF, the Agent has caused this Termination of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

AGENT:

Brightwood Capital Advisors, LLC

By: 

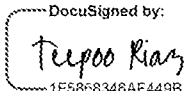
Name: Sengal Selassie
Title: Authorized Person

By: 

Name: Jennifer Patrickakos
Title: Head of Loan Operations

GRANTOR:

Fresh Direct, LLC

By: 
1F5868348AF449B...

Name: Teepoo Riaz
Title: SVP & General Counsel

Schedule A

Trademarks

| No. | Trademark | Country | Registration / Application Number | Owner |
|------------|---|----------------|--|-------------------|
| 1. |  | United States | 3236688 | Fresh Direct, LLC |
| 2. | FRESHDIRECT | United States | 2836743 | Fresh Direct, LLC |
| 3. | FEEDS YOUR LIFE | United States | 3378198 | Fresh Direct, LLC |
| 4. | CLOUD9 | United States | 5022873 | Fresh Direct, LLC |
| 5. | CLOUD9 | United States | 4881980 | Fresh Direct, LLC |
| 6. | CLOUD9 | United States | 86/013927 | Fresh Direct, LLC |
| 7. | CLOUD9 | United States | 86/013952 | Fresh Direct, LLC |
| 8. | JUST FRESH DIRECT | United States | 4657141 | Fresh Direct, LLC |
| 9. | JUST BY FRESH DIRECT | United States | 86/005485 | Fresh Direct, LLC |
| 10. | GROCERY SHOPPING PERFECTED | United States | 85/856037 | Fresh Direct, LLC |
| 11. | PRESIDENT'S PICKS | United States | 3479032 | Fresh Direct, LLC |