

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702740

| | | | |
|----------------------------------|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Boxed Max LLC | | 01/14/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Alter Domus (US) LLC | | |
| Street Address: | 225 West Washington Street | | |
| Internal Address: | 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4245206 | MAXDELIVERY | |
| Registration Number: | 4237087 | MAXDELIVERY | |
| Registration Number: | 4237085 | | |
| Registration Number: | 4237084 | URBAN FETCH | |
| Registration Number: | 4237083 | URBAN FETCH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9495676710 | | |
| | <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: | 9498527792 | | |
| Email: | ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com | | |
| Correspondent Name: | ORRICK, HERRINGTON & SUTCLIFFE LLP | | |
| Address Line 1: | 2050 Main Street, Suite 1100 | | |
| Address Line 4: | Irvine, CALIFORNIA 92614-8255 | | |
| ATTORNEY DOCKET NUMBER: | 35619.26 | | |
| NAME OF SUBMITTER: | Juliana Gaines | | |
| SIGNATURE: | /Juliana Gaines/ | | |
| DATE SIGNED: | 01/18/2022 | | |

CH \$140.00 4245206

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 14, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Boxed Max LLC, a Delaware limited liability company (the “*Grantor*”) in favor of Alter Domus (US) LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all registered trademarks, service marks, trade names, corporate names, company names, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office), including the registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing, and

(iii) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application to the extent that, and solely during the period that, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such “intent to use” trademark application under any applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment in full in cash of all the Obligations (other than contingent or inchoate obligations for which no claim has been asserted) and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BOXED MAX LLC, as Grantor

By:  _____

Name: Chieh Huang

Title: Chief Executive Officer and President

Acknowledged and Agreed:




ALTER DOMUS (US) LLC, as Administrative Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007561 FRAME: 0339

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

| Trademark | Database | Status | Application Number Application Date | Registration Number Registration Date | Owner Name |
|--|--------------|-----------|--|--|------------------|
| Maxdelivery  | U.S. Federal | Live – 1A | 85578569 3/23/2012 | 4245206 11/20/2012 | BOXED MAX LLC |
| Maxdelivery maxDelivery | U.S. Federal | Live – 1A | 85578190 3/23/2012 | 4237087 11/6/2012 | BOXED MAX LLC |
| Design  | U.S. Federal | Live – 1A | 85578177 3/23/2012 | 4237085 11/6/2012 | BOXED MAX LLC |
| Urban Fetch  | U.S. Federal | Live – 1A | 85578164 3/23/2012 | 4237084 11/6/2012 | BOXED MAX LLC |
| Urban Fetch urban fetch | U.S. Federal | Live – 1A | 85577987 3/23/2012 | 4237083 11/6/2012 | BOXED MAX LLC |

Schedule A