

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE APRON, LLC		05/05/2022	Limited Liability Company: DELAWARE
BLUE APRON HOLDINGS, INC.		05/05/2022	Corporation: DELAWARE
BAW HOLDCO I, LLC		05/05/2022	Limited Liability Company: DELAWARE
BAW HOLDCO II, LLC		05/05/2022	Limited Liability Company: DELAWARE
BAW HOLDCO III, LLC		05/05/2022	Limited Liability Company: DELAWARE
BAW, INC.		05/05/2022	Corporation: DELAWARE
BN RANCH, LLC		05/05/2022	Limited Liability Company: DELAWARE
BLUE APRON MARKET, LLC		05/05/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as collateral agent		
Street Address:	4655 Salisbury Road, Suite 300		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	National Banking Association: UNITED STATES		
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	
Registration Number:	6463908	BLUE APRON	
Registration Number:	4417957	BLUE APRON	
Registration Number:	4956738	BLUE APRON	
Registration Number:	4919034	BLUE APRON	
Registration Number:	4942227		

CH \$515.00 5121793

Property Type	Number	Word Mark
Registration Number:	4919036	
Registration Number:	5362420	BLUE APRON
Registration Number:	5332403	BLUE APRON FOODS
Registration Number:	5454437	FOOD IS BETTER WHEN YOU START FROM SCRAT
Registration Number:	6583839	KNICK KNACKS
Registration Number:	4568219	TRADESMAN
Registration Number:	4568222	TRADESMAN PREMIUM CUTS
Registration Number:	5403462	ANTHESIS
Registration Number:	5409149	GTB
Registration Number:	4391757	BN RANCH
Registration Number:	5055507	RIGHTEOUS DAWG
Serial Number:	87883924	BLUE APRON SUPPER CLUB

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 43001.00004

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 05/23/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 5, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) and The Bank of New York Mellon Trust Company, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS pursuant to that certain Note Purchase and Guarantee Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among Blue Apron, LLC, a Delaware limited company (the “**Company**”), certain subsidiaries and parent companies of the Company as Guarantors, the Purchasers listed in the Purchaser Schedule to the Note Purchase Agreement, the Purchasers have agreed to purchase an aggregate principal amount of up to \$30,000,000 of 8.875% senior secured notes due May 5, 2027 (the “**Notes**”);

WHEREAS the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement and the other transaction documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of May 5, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement to the Collateral Agent for the benefit of the Secured Parties.

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

SECTION 1 Defined Terms

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.03 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

SECTION 2 Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including all renewals of trademark and service mark registrations, including, without limitation, the registrations and applications listed or required to be listed in **Schedule A** attached hereto, and all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

SECTION 3 Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5 Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., “.pdf” or “.tif” format) shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature” and words of like import in this Agreement relating

to the execution and delivery of this Agreement and any documents to be delivered in connection herewith shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

BLUE APRON, LLC,
as Company

By: *Randy Greben*
Name: Randy Greben
Title: Treasurer

BLUE APRON HOLDINGS, INC.,
as Parent and as Guarantor

By: *Randy Greben*
Name: Randy Greben
Title: Chief Financial Officer and Treasurer

BAW HOLDCO I, LLC,
as Guarantor

By: *Randy Greben*
Name: Randy Greben
Title: Treasurer

BAW HOLDCO II, LLC,
as Guarantor

By: *Randy Greben*
Name: Randy Greben
Title: Treasurer

BAW HOLDCO III, LLC,
as Guarantor

By: *Randy Greben*
Name: Randy Greben
Title: Treasurer

BAW, INC.,
as Guarantor

By: *Randy Greben*
Name: Randy Greben
Title: Treasurer

BN RANCH, LLC,
as Guarantor


By: *Randy Greben*
Name: Randy Greben
Title: Treasurer

BLUE APRON MARKET, LLC,
as Guarantor

By: *Randy Greben*
Name: Randy Greben
Title: Treasurer

Accepted and Agreed:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as Collateral Agent

By:  _____

Name: Ann Cung

Title: Vice President

[Blue Apron – Signature Page to Trademark Security Agreement]