

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733183

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900680566		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE APRON, LLC		03/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE TORCH FINANCE LLC		
Street Address:	150 East 58th Street		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6583839	KNICK KNACKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125527.00019		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	06/08/2022		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This Trademark Security Agreement Supplement, dated as of March 9, 2022 (this “**Trademark Security Agreement Supplement**”), by BLUE APRON, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BLUE TORCH FINANCE LLC, in its capacity as the collateral agent pursuant to the Financing Agreement (the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Security Agreement dated as of October 16, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement Supplement. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. “**Trademarks**” shall mean, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable law with respect to the Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof. Unless otherwise defined herein, other terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor:

- (a) all Trademarks of the Grantor, including the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

GRANTOR:

BLUE APRON, LLC

By: *Randy Greben*

Name: Randy Greben

Title: Treasurer

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 007732 FRAME: 0169

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner: Blue Apron, LLC

Trademark	Country	Class	Application #	Application Date	Registration #	Registration Date	Status
KNICK KNACKS	USA	30	87984005	11/22/2017	6583839	12/07/2021	Registered