

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOOD52, INC.		04/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6772129	COOK AND A HALF	
Registration Number:	6622423	COUNTERJAM	
Registration Number:	6421524	FIVE TWO BY FOOD52	
Registration Number:	6264235	DANSK	
Registration Number:	4084076	DANSK	
Registration Number:	4320909	KOBENSTYLE	
Registration Number:	2318551	RONDURE	
Registration Number:	2227418	DANSK	
Registration Number:	2086068	ALLEGRO	
Registration Number:	1663194	TORUN	
Registration Number:	1741193	BISTRO	
Registration Number:	1623322	DANSK	
Registration Number:	724171	ODIN	
Registration Number:	686275	DANSK	
Registration Number:	685720	DANSK	
Serial Number:	90631407	BAKE IT UP A NOTCH	
Serial Number:	90848602	FIVE TWO BY FOOD52	
Serial Number:	97247676	LITTLE GEM BY FOOD52	
Serial Number:	90631408	BAKE IT UP A NOTCH	

OP \$540.00 6772129

Property Type	Number	Word Mark
Serial Number:	97247675	LITTLE GEM BY FOOD52
Serial Number:	97247674	LITTLE GEM BY FOOD52

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

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	07/23/2022

Total Attachments: 6

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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.

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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 26th Street, 8th 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

Title	Registration Number	Registration Date
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	*
LITTLE GEM BY FOOD52	97247676		February 1, 2022
LITTLE GEM BY FOOD52	97247675		February 1, 2022
LITTLE GEM BY FOOD52	97247674		February 1, 2022
COOK AND A HALF	90763857	6772129	June 28, 2022
BAKE IT UP A NOTCH	90631407		April 8, 2021
FIVE TWO BY FOOD52	90848602		July 26, 2021
BAKE IT UP A NOTCH	90631408		April 8, 2021
COUNTERJAM	90657042	6622423	January 18, 2022
FIVE TWO BY FOOD52	88981659	6421524	July 13, 2021
DANSK	88800667	6264235	February 9, 2021
DANSK	85389758	4084076	January 10, 2012
KOBENSTYLE	85710228	4320909	April 16, 2013
RONDURE	75577771	2318551	February 15, 2000
DANSK	75318429	2227418	March 2, 1999
ALLEGRO	75175046	2086068	August 5, 1997
TORUN	74072124	1663194	November 5, 1991
BISTRO	74093003	1741193	December 22, 1992
DANSK	73813246	1623322	November 20, 1990
ODIN	72112135	724171	November 21, 1961
DANSK	72047349	686275	October 6, 1959
DANSK	72047348	685720	September 29, 1959

<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