

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boxed, LLC		01/20/2023	Limited Liability Company: DELAWARE
Ashbrook Commerce Solutions LLC		01/20/2023	Limited Liability Company: DELAWARE
Jubilant LLC		01/20/2023	Limited Liability Company: DELAWARE
Boxed Max LLC		01/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as collateral agent		
Street Address:	500 DELAWARE AVENUE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5708891	BOXED	
Registration Number:	5645417	UP	
Registration Number:	5897936	BOXED UP	
Registration Number:	5500765	B	
Registration Number:	5500708	BOXED	
Registration Number:	5286365	BOXED	
Registration Number:	5633548	BOXED IQ	
Registration Number:	5628575	B	
Registration Number:	6639405	PRINCE & SPRING	
Registration Number:	5261741	LOVE THAT BULK	
Registration Number:	5530614	DON'T RUN OUT	
Registration Number:	5261742	THE PRODUCTS YOU LOVE IN BULK, DELIVERED	
Registration Number:	5261743	THE PRODUCTS YOU LOVE IN BULK, FOR THE S	
Registration Number:	5214708	BOXED	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5261744	AN ENDLESS SUPPLY OF THE THINGS YOU LOVE
Registration Number:	5365551	BULK IS BEAUTIFUL
Registration Number:	5365550	BULK MADE BEAUTIFUL
Registration Number:	5276831	CUSHY FOR YOUR TUSHY
Registration Number:	5781863	PRINCE & SPRING
Registration Number:	6038173	STELLAR SELTZER
Registration Number:	5476873	CHILL SEEKERS ONLY
Registration Number:	5307241	PRINCE & SPRING SUPREME

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: 858-509-4071

Email: sdipdocket@pillsburylaw.com

Correspondent Name: Michelle L. Mehok

Address Line 1: 11682 El Camino Real, Suite 300

Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Michelle L. Mehok
SIGNATURE:	/michelle mehok/
DATE SIGNED:	01/20/2023

Total Attachments: 9

- source=Boxed - 2L Trademark Security Agreement Executed 4882-6023-9692 v.3 (002)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 20, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Boxed, LLC, a Delaware limited liability company (the “*Borrower*”), the Subsidiaries of the Borrower from time to time party hereto (collectively, together with the Borrower, the “*Grantors*” and, each, a “*Grantor*”) in favor of Wilmington Savings Fund Society, FSB, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS the Grantors are party to a Second Lien 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 Grantors, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors 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, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION I. 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 II. GRANT OF SECURITY INTEREST

Section 2.1 Scope of Grant. Each 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 such Grantor or in which such 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 III. 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 each 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 IV. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

SECTION V. RECORDATION

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

SECTION VI. 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 Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION VII. 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 VIII. 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.


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

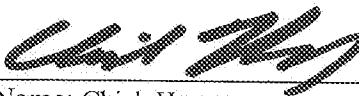
BOXED, LLC, as Grantor

By: 
Name: Chieh Huang
Title: President and Chief Executive Officer

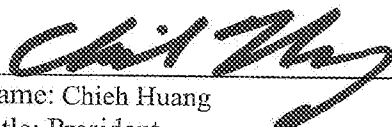
ASHBROOK COMMERCE SOLUTIONS LLC, as Grantor


Name: Chieh Huang
Title: President

JUBILANT LLC, as Grantor


Name: Chieh Huang
Title: President

BOXED MAX LLC, as Grantor



Name: Chieh Huang
Title: President

Signature Page to Trademark Security Agreement

Acknowledged and Agreed:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB**, as Administrative Agent

By:




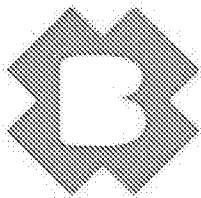

Name: Geoffrey J. Lewis

Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007950 FRAME: 0434**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
BOXED BOXED	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT	88044113 7/19/2018	5708891 3/26/2019	GIDDY INC. ¹
UP 	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	87864681 4/5/2018	5645417 1/1/2019	GIDDY INC.
BOXED UP BOXED UP	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	87797486 2/14/2018	5897936 10/29/2019	GIDDY INC.
B 	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	87484103 6/12/2017	5500765 6/26/2018	GIDDY INC.
BOXED 	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	87475305 6/5/2017	5500708 6/26/2018	GIDDY INC.
BOXED BOXED	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT	87399409 4/5/2017	5286365 9/12/2017	GIDDY INC.

¹ Effective December 8, 2021, Giddy Inc. was merged into a different entity, which then changed its name to Boxed, LLC. Boxed, LLC now holds all trademarks registered by Giddy Inc.

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
BOXED IQ	U.S. Federal	REGISTERED	87374188	5633548	GIDDY INC.
		Intent to Use -	3/16/2017	12/18/2018	
BOXED IQ		Filed USE APPLICATION			
		- CURRENT			
B	U.S. Federal	REGISTERED	87374221	5628575	GIDDY INC.
		Intent to Use -	3/16/2017	12/11/2018	
		Filed			
		USE APPLICATION - CURRENT			
PRINCE & SPRING	U.S. Federal	REGISTERED	87319150	6639405 2/8/2022	GIDDY INC.
			1/31/2017		
		Intent to Use -			
PRINCE & SPRING		Filed			
		USE APPLICATION - CURRENT			
LOVE THAT BULK	U.S. Federal	REGISTERED	86783606	5261741	GIDDY INC.
		Intent to Use -	10/9/2015	8/8/2017	
		Filed			
LOVE THAT BULK		USE APPLICATION			
		- CURRENT			
DON'T RUN OUT	U.S. Federal	REGISTERED	86783617	5530614	GIDDY INC.
		Intent to Use -	10/9/2015	7/31/2018	
		Filed			
DON'T RUN OUT		USE APPLICATION - CURRENT			
THE PRODUCTS	U.S. Federal	REGISTERED	86783633	5261742	GIDDY INC.
YOU LOVE IN BULK, DELIVERED TO YOUR DOOR		Intent to Use -	10/9/2015	8/8/2017	
		Filed			
		USE APPLICATION			
		- CURRENT			
THE PRODUCTS	U.S. Federal	REGISTERED	86783647	5261743	GIDDY INC.
YOU LOVE IN BULK, FOR THE SMALLEST PRICES		Intent to Use -	10/9/2015	8/8/2017	
		Filed			
		USE APPLICATION			
		- CURRENT			
THE PRODUCTS YOU LOVE IN BULK, FOR THE SMALLEST PRICES					
BOXED	U.S. Federal	REGISTERED	86783677	5214708	GIDDY INC.

Schedule A

4856-3478-3560.v3

		Intent to Use -	10/9/2015	5/30/2017	
		Filed			
BOXED		USE APPLICATION			
		- CURRENT			

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
AN ENDLESS SUPPLY OF THE THINGS YOU LOVE AN ENDLESS SUPPLY OF THE THINGS YOU LOVE	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86783664 10/9/2015	5261744 8/8/2017	GIDDY INC.
BULK IS BEAUTIFUL BULK IS BEAUTIFUL	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86923561 2/29/2016	5365551 12/26/2017	GIDDY, INC.
BULK MADE BEAUTIFUL BULK MADE BEAUTIFUL	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86923525 2/29/2016	5365550 12/26/2017	GIDDY, INC.
CUSHY FOR YOUR TUSHY CUSHY FOR YOUR TUSHY	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86604248 4/21/2015	5276831 8/29/2017	JUBILANT LLC
PRINCE & SPRING PRINCE & SPRING	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86580814 3/30/2015	5781863 6/18/2019	JUBILANT LLC
STELLAR SELTZER STELLAR SELTZER	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	88280411 1/29/2019	6038173 4/21/2020	JUBILANT, LLC

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Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
CHILL SEEKERS ONLY CHILL SEEKERS ONLY	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	87407001 4/11/2017	5476873 5/22/2018	JUBILANT, LLC
PRINCE & SPRING SUPREME PRINCE & SPRING SUPREME	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86854183 12/18/2015	5307241 10/10/2017	JUBILANT, LLC

Schedule A

4856-3478-3560.v3

RECORDED: 01/20/2023

TRADEMARK
REEL: 007950 FRAME: 0438