

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838021

| | | | |
|-----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Trademark Security Agreement @ Reel 7080 and Frame 0525 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Blue Torch Finance LLC | | 05/22/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Blue Apron, LLC | | |
| Street Address: | 28 Liberty Street | | |
| Internal Address: | 28th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | BAW, Inc. | | |
| Street Address: | 28 Liberty Street | | |
| Internal Address: | 28th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | BN Ranch, LLC | | |
| Street Address: | 28 Liberty Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87460346 | ANTHESIS | |
| Serial Number: | 87525630 | GTB | |
| Serial Number: | 85821626 | BN RANCH | |
| Serial Number: | 86615768 | RIGHTEOUS DAWG | |

OP \$515.00 87460346

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86652591 | A BETTER WAY TO COOK |
| Serial Number: | 86642199 | ANCHORED INN |
| Serial Number: | 87872104 | BLUE APRON |
| Serial Number: | 87856787 | BLUE APRON |
| Serial Number: | 85855506 | BLUE APRON |
| Serial Number: | 86424854 | BLUE APRON |
| Serial Number: | 86424827 | BLUE APRON |
| Serial Number: | 86424888 | |
| Serial Number: | 86424880 | |
| Serial Number: | 87075266 | BLUE APRON |
| Serial Number: | 86728768 | BLUE APRON FOODS |
| Serial Number: | 87883924 | BLUE APRON SUPPER CLUB |
| Serial Number: | 87239123 | FOOD IS BETTER WHEN YOU START FROM SCRAT |
| Serial Number: | 87695032 | KNICK KNACKS |
| Serial Number: | 86141549 | TRADESMAN |
| Serial Number: | 86141559 | TRADESMAN PREMIUM CUTS |

CORRESPONDENCE DATA

Fax Number: 6175265000

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: 617-526-6658

Email: janey.davidson@wilmerhale.com

Correspondent Name: John V. Hobgood, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 2211637.144 |
| NAME OF SUBMITTER: | John V. Hobgood |
| SIGNATURE: | /john v. hobgood/ |
| DATE SIGNED: | 09/08/2023 |

Total Attachments: 7
source=release tm blue torch blue apron#page1.tif
source=release tm blue torch blue apron#page2.tif
source=release tm blue torch blue apron#page3.tif
source=release tm blue torch blue apron#page4.tif
source=release tm blue torch blue apron#page5.tif
source=release tm blue torch blue apron#page6.tif
source=release tm blue torch blue apron#page7.tif

TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of May 5, 2022 is made by BLUE TORCH FINANCE LLC, as collateral agent (the “Collateral Agent”) in favor of BLUE APRON, LLC, a Delaware limited liability company (the “Borrower”), BAW, INC., a Delaware corporation (“BAW”), and BN RANCH, LLC, a Delaware limited liability company (“BN Ranch” and together with the Borrower and BAW, the “Grantors” and each individually, a “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below) or the Financing Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 16, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Trademark Security Agreement”), the Grantors granted a security interest in Trademarks (as defined in the Trademark Security Agreement) in favor of the Collateral Agent, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantors have satisfied in full their obligations under that certain financing agreement among the Borrower, Blue Apron Holdings, Inc., a Delaware corporation (the “Parent”), BAW, BN RANCH, the Lenders from time to time party thereto, and the Agents, dated as of October 16, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), and the Trademark Security Agreement, and request a release of the security interest in Trademarks granted thereunder; and

WHEREAS, the Collateral Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Intellectual Property, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of the Grantors’ right, title and interest in and to the Trademarks, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Collateral Agent hereby assigns, grants and conveys to the Grantors, without any representation, warranty, recourse or undertaking by the Collateral Agent, any and all of the

Collateral Agent's right, title, and interest in and to the Trademarks, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Collateral Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Collateral Agent's security interest contemplated hereby.

4. The Collateral Agent authorizes the Commissioner of the United States Patent and Trademark Office and any other applicable government authority to record this Termination and Release.

5. This Termination and Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute

6. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

BLUE TORCH FINANCE LLC, as the Collateral
Agent

DocuSigned by:

By: Kevin Genda
33D5E77A86E5442A
Name: Kevin Genda
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement - Termination]

TRADEMARK
REEL: 008192 FRAME: 0887



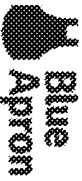
**SCHEDULE A TO TERMINATION AND RELEASE OF TRADEMARK SECURITY
AGREEMENT**

[See attached]

SCHEDULE A

Owner: Blue Apron, LLC

| Trademark | Country | Class | Application # | Application Date | Registration # | Registration Date | Status |
|----------------------|----------------|---------------------------|----------------------|-------------------------|-----------------------|--------------------------|---------------|
| A BETTER WAY TO COOK | USA | 39, 41, 43 | 86652591 | 06/05/2015 | 5121793 | 01/17/2017 | Registered |
| | USA | 29 | 86642199 | 05/27/2015 | 4966230 | 05/24/2016 | Registered |
| ANCHORED INN | | | | | | | |
| BLUE APRON | USA | 30 | 87872104 | 04/11/2018 | 5665240 | 1/29/2019 | Registered |
| BLUE APRON | USA | 29 | 87856787 | 03/30/2018 | | | Pending |
| | USA | 16, 29, 30, 31, 39, 43 | 85855506 | 02/20/2013 | 4417957 | 10/15/2013 | Registered |
| BLUE APRON | USA | 25 | 86424854 | 10/15/2014 | 4956738 | 05/10/2016 | Registered |
| | USA | 8, 16, 21, 29, 33, 41, 43 | 86424827 | 10/15/2014 | 4919034 | 03/15/2016 | Registered |

| | | | | | | | |
|---|-----|--|----------|------------|---------|------------|------------|
|  | USA | 25 | 86424888 | 10/15/2014 | 4942227 | 04/19/2016 | Registered |
|  | USA | 8,16, 21, 29, 30, 31, 33, 39, 41, 43 | 86424880 | 10/15/2014 | 4919036 | 03/15/2016 | Registered |
|  | USA | 16, 29, 31, 39, 43 | 87075266 | 06/17/2016 | 5362420 | 12/26/2017 | Registered |
| BLUE APRON FOODS | USA | 35 | 86728768 | 8/18/2015 | 5332403 | 11/14/2017 | Registered |
| BLUE APRON SUPPER CLUB | USA | 29, 30, 31 | 87883924 | 4/19/2018 | | | Pending |
| FOOD IS BETTER WHEN YOU START FROM SCRATCH | USA | 39, 43 | 87239123 | 11/16/2016 | 5454437 | 4/24/2018 | Registered |
| KNICK KNACKS | USA | 29, 30, 31 | 87695032 | 11/22/2017 | | | Pending |
| TRADESMAN | USA | 29 | 86141549 | 12/12/2013 | 4568219 | 07/15/2014 | Registered |

| | | | | | | | |
|-----------------------------------|-----|----|----------|------------|---------|------------|------------|
| TRADESMAN PREMIUM CUTS | USA | 29 | 86141559 | 12/12/2013 | 4568222 | 07/15/2014 | Registered |
|-----------------------------------|-----|----|----------|------------|---------|------------|------------|

Owner: BAY, INC.

| Trademark | Country | Class | Application # | Application Date | Registration # | Registration Date | Status |
|-----------|---------|-------|---------------|------------------|----------------|-------------------|------------|
| ANTHESIS | USA | 33 | 87460346 | 05/23/2017 | 5403462 | 02/13/2018 | Registered |
| GTB | USA | 33 | 87525630 | 7/12/2017 | 5409149 | 02/20/2018 | Registered |

Owner: BNRANCH, LLC

| Trademark | Country | Class | Application # | Application Date | Registration # | Registration Date | Status |
|-----------------|---------|-------|---------------|------------------|----------------|-------------------|------------|
| BN RANCH | USA | 29 | 85821626 | 1/11/2013 | 4391757 | 8/27/2013 | Registered |
| RIGHTTEOUS DAWG | USA | 29 | 86615768 | 4/30/2015 | 5055507 | 10/4/2016 | Registered |

TRADEMARK

REEL: 008192 FRAME: 0891

RECORDED: 09/08/2023