

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI102202

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900834748

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MMM CONSUMER BRANDS INC.		06/30/2021	Corporation: DELAWARE
MARLEY SPOON AG		06/30/2021	Aktiengesellschaft (Ag): GERMANY

RECEIVING PARTY DATA

Company Name:	RUNWAY GROWTH CREDIT FUND INC., AS COLLATERAL AGENT
Street Address:	205 N Michigan Ave., Suite 4200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6472957	BEZZIE

CORRESPONDENCE DATA

Fax Number: 6505657100

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: 6505657022

Email: kceron@sidley.com

Correspondent Name: Karla Ceron

Address Line 1: 1001 Page Mill Road, Building 1

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	100107-30110
NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	Karla Ceron
DATE SIGNED:	03/18/2024

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of June 30, 2021, among **MMM CONSUMER BRANDS INC.**, a Delaware corporation (“**Borrower Representative**”) and **MARLEY SPOON AG**, a stock corporation incorporated under German law, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg, Germany under registration number HRB 195994 B and registered as a foreign company under the Australian Corporations Act 2001 (Cth) and registration number ARBN 625 684 068), (collectively, “**Grantors**”, and each, a “**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantors are entering into that certain Loan and Security Agreement as of the date hereof, by and among the Grantors, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Agent hereby agree:

1. To secure the Obligations, each Grantor grants Agent a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s Copyrights, Trademarks, and Patents, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

c/o Marley Spoon AG
Paul-Lincke-Ufer 39-40
10999 Berlin
Attention: Chief Financial Officer
Email: jennifer.bernstein@marlevspoon.com
legal@marlevspoon.com

GRANTORS:

MMM CONSUMER BRANDS INC.

By 
Name: Jennifer Bernstein
Title: Chief Financial Officer

MARLEY SPOON AG

By _____
Name: Fabian Siegel
Title: CEO

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legaireporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Address of Grantors:

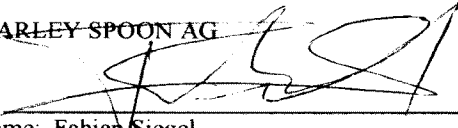
c/o Marley Spoon AG
Paul-Lincke-Ufer 39-40
10999 Berlin
Attention: Chief Financial Officer
Email: marley@marleyspoon.com

GRANTORS:

MMM CONSUMER BRANDS INC.

By: _____
Name: Jennifer Bernstein
Title: Chief Financial Officer

MARLEY SPOON AG

By:  _____
Name: Fabian Siegel
Title: CEO

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legal@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: _____
Name: _____
Title: _____

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10999 Berlin
Attention: Chief Financial Officer
Email: jennifer.bernstein@marleyspoon.com
legal@marleyspoon.com

GRANTORS:

MMM CONSUMER BRANDS INC.

By _____
Name: _____
Title: _____

MARLEY SPOON AG

By _____
Name: _____
Title: _____

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

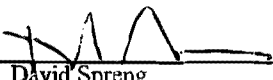
By: 
Name: David Spreng
Title: Chief Executive Officer

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

GRANTOR	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Marley Spoon AG	Device and Method for Preparing Ingredients for at Least One Dish	16/968389	2/8/2019

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
MMM Consumer Brands Inc.	Land & Sky	5444997 / 87497553	4/10/2018 / 6/20/2017
Marley Spoon SE (fka Marley Spoon AG)	BEZZIE	7166609 / 90004597	9/19/2023 / 6/16/2020
Marley Spoon SE (fka Marley Spoon AG)	THE LITTLE MARKET	6855289 / 90600006	9/27/2022 / 3/24/2021
Marley Spoon SE	M	5430605 / 79216012	3/27/2018 / 2/27/2017
Marley Spoon SE	<i>DESIGN</i>	5409694 / 79214036	2/27/2018 / 2/27/2017
Marley Spoon SE	DINNERLY	5461266 / 79209143	5/8/2018 / 6/26/2017
Marley Spoon SE	MARLEY SPOON	5420530 / 79207307	3/13/2018 / 2/27/2017
Marley Spoon SE	MARLEY SPOON	5024381 / 79157543	8/23/2016 / 11/26/2014
Marley Spoon SE (fka Marley Spoon AG)	MARLEY SPOON	5167490 / 86812166	3/21/2017 / 11/6/2015
Marley Spoon SE (fka Marley Spoon AG)	BEZZIE	6472957 / 90975358	8/31/2021 / 6/16/2020
Marley Spoon SE	LILOOMI	n/a / 79354162	n/a / 4/6/2022