

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHEF'D	FORMERLY CHEF'D, LLC	02/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth V, L.P.		
Street Address:	1660 Tiiburon Blvd.		
Internal Address:	SUITE D		
City:	Tiburon		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4875593	CHEF'D	
Registration Number:	4875594	CHEF'D	
Registration Number:	4875595	CHEF'D	
Registration Number:	4875596	CHEF'D	
Registration Number:	4875597	CHEF'D	
Registration Number:	4875598	CHEF'D	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<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:	415-381-3283		
Email:	bg2@greenspan.org		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd, Mill Valley, CA 94941		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG5-CHEF'D		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg/		

OP \$165.00 4875593

DATE SIGNED:	02/21/2018
Total Attachments: 2 source=Trademark_Notice_-_Chef'd_(executable)#page1.tif source=Trademark_Notice_-_Chef'd_(executable)#page2.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of February 20, 2018 ("Trademark Agreement"), is between Chef'd, Inc., a Delaware corporation with its principal place of business at 291 Coral Circle, El Segundo, CA 90245 ("Assignor") and Partners for Growth V, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, California 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Chef'd, Inc.

By Kyle Ransford
Chief Executive Officer

By [Signature]
Secretary

Assignee:

PARTNERS FOR GROWTH V, L.P.

By Armineh Baghoomian

Name: Armineh Baghoomian

**Title: Manager, Partners for Growth V, LLC
Its General Partner**

EXHIBIT 1
Chef'd, Inc.

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
4,875,597	12/22/2015	CHEF'D	CHEF'D, INC.
4,875,598	12/22/2015	CHEF'D	CHEF'D, INC.
4,875,593	12/22/2015	CHEF'D	CHEF'D, INC.
4,875,594	12/22/2015	CHEF'D	CHEF'D, INC.
4,875,595	12/22/2015	CHEF'D	CHEF'D, INC.