

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		10/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE APRON, LLC (f/k/a BLUE APRON, INC.)		
Street Address:	40 W. 23rd Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	86652591	A BETTER WAY TO COOK	
Serial Number:	86642182	ANCHORED INN	
Registration Number:	4966230	ANCHORED INN	
Serial Number:	86424867	BA	
Registration Number:	4417957	BLUE APRON	
Registration Number:	4956738	BLUE APRON	
Registration Number:	4919034	BLUE APRON	
Registration Number:	4942227		
Registration Number:	4919036		
Serial Number:	87075266	BLUE APRON	
Registration Number:	4568219	TRADESMAN	
Registration Number:	4568222	TRADESMAN PREMIUM CUTS	
Serial Number:	87239123	FOOD IS BETTER WHEN YOU START FROM SCRAT	
Serial Number:	87238896	ARBOR VITAE	
Serial Number:	86728768	BLUE APRON FOODS	
Serial Number:	87657056	WE ARE WHAT WE COOK	
Serial Number:	87695032	KNICK KNACKS	
Serial Number:	87856787	BLUE APRON	
TRADEMARK			

CH \$515.00 86652591

Property Type	Number	Word Mark
Serial Number:	87872104	BLUE APRON
Serial Number:	87883924	BLUE APRON SUPPER CLUB

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 212-735-2811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	391000/1545
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	10/19/2020

Total Attachments: 7
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**RELEASE OF TRADEMARK SECURITY INTEREST
(Blue Apron, LLC)**

This Release of Trademark Security Interest (this “Release”), dated as of October 16, 2020, is made by MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of BLUE APRON, LLC (f/k/a BLUE APRON, INC.), a Delaware limited liability company (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in each of the Trademark Security Agreements (as defined below).

WHEREAS, the Grantor is a party to that certain Pledge and Security Agreement, dated as of August 26, 2016, in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered, in favor of the Collateral Agent (i) a Trademark Security Agreement dated as of August 26, 2016, which was recorded in the U.S. Patent and Trademark Office on August 27, 2016, at Reel/Frame 5865/0979, (ii) a Supplemental Trademark Security Agreement dated as of August 9, 2017, which was recorded in the U.S. Patent and Trademark Office on August 11, 2017, at Reel/Frame 6127/0840, (iii) a Supplemental Trademark Security Agreement dated as of November 27, 2017, which was recorded in the U.S. Patent and Trademark Office on December 1, 2017, at Reel/Frame 6218/0534, and (iv) a Supplemental Trademark Security Agreement dated as of April 19, 2018, which was recorded in the U.S. Patent and Trademark Office on April 25, 2018, at Reel/Frame 6341/0486 (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, Grantor pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest and Lien on (the “Security Interest”) all of its right, title, and interest in, to and under all Trademark Collateral, including the trademark registrations and applications set forth on Schedule A hereto (collectively, the “Released Collateral”); and

WHEREAS, pursuant to the terms and conditions set forth in the Security Agreement and the Trademark Security Agreements and relying upon the representations, warranties and certifications made by the Grantor, the Collateral Agent has agreed to release its security interest in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

Section 1. Release of Security Interest. The Collateral Agent hereby, without any representation, warranty or recourse, releases and discharges its Security Interest in the Released Collateral. The Collateral Agent authorizes the recordation of this Release with the U.S. Patent and Trademark Office.

Section 2. Termination. The Collateral Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreements.

Section 3. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

Section 4. Signatures. Delivery of an executed signature page of this Release by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered as of the date first set forth above.

**MORGAN STANLEY SENIOR
FUNDING, INC., as Collateral Agent**





By:  _____

Name: Lisa Hanson
Title: Vice President

SCHEDULE A







TRADEMARK REGISTRATIONS AND APPLICATIONS

REEL/FRAME 5865/0979

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
A BETTER WAY TO COOK	USA	29, 30, 31, 39, 41, 43	86652591	06/05/2015			Pending
ANCHORED INN	USA	30	86642182	05/27/2015			Pending
ANCHORED INN	USA	29	86642199	05/27/2015	4966230	05/24/2016	Registered
	USA	8, 16, 21, 25, 29, 30, 31, 33, 39, 41, 43	86424867	10/15/2014			Abandoned
BLUE APRON	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
BLUE APRON	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			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

[Schedule A to Release of Trademark Security Interest]

Trademark	Country	Class	Application #	Application Date	Registration #	Registration Date	Status
 Blue Apron	Australia	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			Pending
 Blue Apron	Brazil	16	911464620	8/11/2016			Pending
 Blue Apron	Brazil	29	911464670	8/11/2016			Pending
 Blue Apron	Brazil	31	911464760	8/11/2016			Pending
 Blue Apron	Brazil	39	911464816	8/11/2016			Pending
 Blue Apron	Brazil	43	911464859	8/11/2016			Pending
 Blue Apron	Canada	16, 29, 31, 39, 43	1787796	6/20/2016			Pending
 Blue Apron	China	16	Not yet received	Not yet received			Pending
 Blue Apron	China	39	Not yet received	Not yet received			Pending
BLUE APRON in Chinese characters	China	16	Not yet received	Not yet received			Pending
BLUE APRON in Chinese characters	China	29	Not yet received	Not yet received			
BLUE APRON in Chinese characters	China	31	Not yet received	Not yet received			
 Blue Apron	China	29	16351649	2/10/2015	16351649	5/14/2016	Pending
 Blue Apron	China	31	16360999	2/11/2015	16360999	4/28/2016	Pending
BLUE APRON in Chinese characters	China	39	Not yet received	Not yet received			Pending
BLUE APRON in Chinese characters	China	43	Not yet received	Not yet received			Pending
 Blue Apron	EU	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			Pending
 Blue Apron	India	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			Pending

Trademark	Country	Class	Application #	Application Date	Registration #	Registration Date	Status
 Blue Apron	Korea	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			Pending
 Blue Apron	Mexico	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			Pending
 Blue Apron	Norway	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			Pending
 Blue Apron	New Zealand	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			Pending
 Blue Apron	Russia	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			
 Blue Apron	Switzerland	16, 29, 31, 39, 43	87075266	7/7/2016 (via WIPO)			Pending

REEL/FRAME 6127/0840

Trademark	Country	App. No.	Date
FOOD IS BETTER WHEN YOU START FROM SCRATCH	USA	87239123	11/16/16
ARBOR VITAE	USA	87238896	11/16/16
BLUE APRON FOODS	USA	86728768	08/18/15

REEL/FRAME 6218/0534

Trademark	Country	App. No.	Date
WE ARE WHAT WE COOK	USA	87657056	10/24/2017
KNICK KNACKS	USA	87695032	11/22/2017

REEL/FRAME 6341/0486

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Date</u>
BLUE APRON	USA	87856787	3/30/18
BLUE APRON	USA	87872104	4/11/18
BLUE APRON SUPPER CLUB	USA	87883924	4/19/18
