

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6357096

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BLUE APRON, LLC	10/16/2020
RECEIVING PARTY DATA		
Name:	BLUE TORCH FINANCE LLC	
Street Address:	150 E. 58TH STREET	
Internal Address:	18TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10155	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	29640181
	Application Number:	29640183
CORRESPONDENCE DATA		
Fax Number:		
<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:	212-728-8000	
Email:	ipdept@willkie.com	
Correspondent Name:	SPENCER SIMON	
Address Line 1:	787 SEVENTH AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10019	
NAME OF SUBMITTER:	SPENCER SIMON	
SIGNATURE:	/Spencer Simon/	
DATE SIGNED:	10/19/2020	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of October 16, 2020 (this “**Patent Security Agreement**”), by BLUE APRON, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BLUE TORCH FINANCE LLC, in its capacity as the collateral agent pursuant to the Financing Agreement (the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 16, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Financing Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. “**Patents**” shall mean all patents issued or assigned to, and all United States patent applications and registrations made by, the Grantor, together with any and all (i) rights and privileges arising under applicable law with respect to the Grantor’s use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisionals, continuations, renewals, re-examinations, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof. Unless otherwise defined herein, other terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor:

- (a) all Patents of the Grantor, including the Patents listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

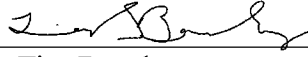
SECTION 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUE APRON, LLC

By: 
Name: Tim Bensley
Title: Treasurer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 054099 FRAME: 0912

BLUE TORCH FINANCE LLC,
as Collateral Agent

DocuSigned by:

Kevin Genda

By: _____

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Name: Kevin Genda

Title: Authorised Signor

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Name of Invention	Country	Application Number	Application Date	Registration Number	Registration Date	Status
Container	USA	29640181	3/12/2018	D891246 S	7/28/2020	Registered
Container	USA	29640183	3/12/2018	D850902 S	6/11/2019	Registered