

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

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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
ANCHORED INN	USA	29	86642199	05/27/2015	4966230	05/24/2016	Registered
BLUE APRON	USA	30	87872104	04/11/2018	5665240	1/29/2019	Registered
BLUE APRON	USA	29	87856787	03/30/2018			Pending
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	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
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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