

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement Supplement at Reel 7732 and Frame 0165		
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		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87984005	KNICK KNACKS	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	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: 5			
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TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“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 “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement Supplement (as defined below) or the Financing Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement Supplement, dated as of March 9, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Trademark Security Agreement Supplement”), the Grantor granted a security interest in Trademarks (as defined in the Trademark Security Agreement Supplement) 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 Grantor has satisfied in full its obligations under that certain financing agreement among the Grantor, Blue Apron Holdings, Inc., a Delaware corporation (the “Parent”), BAW, INC., a Delaware corporation (“BAW”), and BN RANCH, LLC, a Delaware limited liability company (“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 Supplement, and requests a release of the security interest in Trademarks granted thereunder; and

WHEREAS, the Collateral Agent now desires to terminate the Trademark Security Agreement Supplement 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 Supplement and irrevocably discharges, terminates and releases its Lien on and security interest in all of the Grantor’s 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 Grantor, 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
Name: Kevin Genda
Title: Authorized Signatory

**SCHEDULE A TO TERMINATION AND RELEASE OF TRADEMARK SECURITY
AGREEMENT SUPPLEMENT**

[See attached]

SCHEDULE A

Owner: Blue Apron, LLC

Trademark	Country	Class	Application #	Application Date	Registration #	Registration Date	Status
KNICK KNACKS	USA	30	87984005	11/22/2017	6583839	12/07/2021	Registered

TRADEMARK

REEL: 008192 FRAME: 0898

RECORDED: 09/08/2023