

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429135

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Blue Apron Foods, Ltd | | 05/26/2017 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Blue Apron, LLC | | |
| Street Address: | 5 Crosby Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86728768 | BLUE APRON FOODS | |
| 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: | 914 977 3467 | | |
| Email: | nabesq1@gmail.com | | |
| Correspondent Name: | Neil Burstein, Esq | | |
| Address Line 1: | 63 Winterberry Circle | | |
| Address Line 4: | Cross River, NEW YORK 10518 | | |
| NAME OF SUBMITTER: | Neil Burstein | | |
| SIGNATURE: | /nab/ | | |
| DATE SIGNED: | 05/27/2017 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 86728768

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made this 26 day of May, 2017 (the "*Effective Date*") by and between Blue Apron Foods, Ltd., a corporation organized and existing under the laws of the State of New York, with an address of 814 Union Street, Brooklyn, NY 11215 ("*Assignor*"), and Blue Apron, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with an address of 5 Crosby Street, New York, NY 10013 ("*Assignee*").

RECITALS

Assignor wishes to assign all of Assignor's right, title and interest in and to the following Trademark:

| | |
|--------------|------------------|
| Mark: | BLUE APRON FOODS |
| Country: | United States |
| Serial No.: | 86/728,768 |
| Filing Date: | August 18, 2015 |
| Class: | 35 |

including all national, state and foreign registrations, applications for registration and renewals and extensions thereof, all common law rights and goodwill related thereto, together with that portion of Assignor's business associated with and symbolized by the Trademark, along with all right, title, interest, benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (the "*Trademark*"), to Assignee in accordance with the provisions of this Agreement, and Assignee wishes to accept such assignment.

AGREEMENT

In consideration of the foregoing, the mutual covenants and agreements contained here, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, each intending to be legally bound hereby, agree as follows:

1. Assignor hereby transfers, conveys and assigns the Trademark, and all goodwill associated therewith, to Assignee, and Assignor agrees not to challenge the validity of Assignee's ownership in the Trademark at any time from and after the Effective Date.
2. Assignor hereby acknowledges and agrees that from and after the Effective Date, Assignee will be the sole and exclusive owner of the Trademark. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any other corresponding entity or agency in any applicable state or federal jurisdiction, as applicable, to record Assignee as the assignee and owner of the Trademark.
3. Assignor will take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, or other documentation), requested by Assignee to more fully and

effectively effectuate the purposes of this Agreement, including, without limitation, with respect to: (a) the preparation and prosecution of any applications for registration, or any applications for renewal, relating to the rights assigned herein; (b) the prosecution or defense of any United States Patent and Trademark Office proceedings, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademark or this Agreement; (c) obtaining any additional trademark protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other applicable jurisdiction; and (d) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. A party may deliver this Agreement by transmitting a facsimile or other electronic signature of this Agreement signed by such party to the other party, which facsimile or other electronic signature shall be deemed an original for all purposes.

5. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

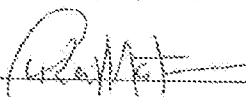
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

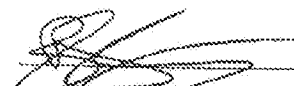
ASSIGNOR:

ASSIGNEE:

BLUE APRON FOODS, LTD.

BLUE APRON, LLC

By: 

By: 

Name: THEODORE MATERN

Name: Benjamin Singer

Title: PRESIDENT

Title: Secretary

Signature Page to Trademark Assignment Agreement