

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DiningIn IP Holder LLC		02/04/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
DiningIn.com, Inc.		02/04/2015	CORPORATION: MASSACHUSETTS
Dining In Twin Cities, Inc.		02/04/2015	CORPORATION: MINNESOTA
Dining-In, Inc.		02/04/2015	CORPORATION: MASSACHUSETTS
Dining In Philly, Inc.		02/04/2015	CORPORATION: PENNSYLVANIA
Dining In Dallas Limited Partnership		02/04/2015	LIMITED PARTNERSHIP: TEXAS
Dining In Chicago, Inc.		02/04/2015	CORPORATION: ILLINOIS
Michael Hackel		02/04/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	DiningIn LLC		
Street Address:	c/o GrubHub Inc.		
Internal Address:	1065 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3405132	DININGIN	
Registration Number:	3462270	DINING IN	
Registration Number:	3773552	YOUR LOCAL RESTAURANT CONNECTION	
Registration Number:	2079269	DINING IN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: susan.zablocki@kirkland.com
Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	13850-4
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	02/11/2015

Total Attachments: 7

source=diningIn - Exhibit B - Form of Intellectual Property Assignment Agreement (Execution Copy)_ (33895040_9)#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), is entered into as of February 4, 2015, by and between (i) DiningIn IP Holder LLC, a Massachusetts limited liability company, (ii) DiningIn.com, Inc., a Massachusetts corporation, (iii) Dining In Twin Cities, Inc., a Minnesota corporation, (iv) Dining-In, Inc., a Massachusetts corporation, (v) Dining In Philly, Inc., a Pennsylvania corporation, (vi) Dining In Dallas Limited Partnership, a Texas limited partnership, (vii) Dining In Chicago, Inc., an Illinois corporation, (viii) Michael Hackel, a Massachusetts resident, (collectively the "Assignors" and each an "Assignor"), and (ix) DiningIn LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Buyer are parties to that certain Asset Purchase Agreement ("Purchase Agreement"), dated as of January 8, 2015, by and among Assignors, Buyer, the Sellers and the other parties thereto;

WHEREAS, Section 3.2(d)(iv) of the Purchase Agreement provides that, in connection with the Closing, the Assignors and Buyer shall execute and deliver an intellectual property assignment agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignors wish to assign to Buyer, and Buyer wishes to acquire from Assignors all right, title and interest in any Proprietary Rights (as defined in the Purchase Agreement) owned by the Assignors, including all registrations and applications for Proprietary Rights set forth on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I ASSIGNMENT

Section 1.1 Assignment of Intellectual Property Assets. Assignors hereby transfer, convey, assign and deliver to the Buyer, and the Buyer hereby accepts from Assignors, all of Assignors' right, title and interest in and to the Proprietary Rights, including, without limitation, (i) all trademark registrations and applications and all goodwill associated therewith; (ii) all pending patent applications and registered patents; (iii) all copyright registrations; and (iv) all Internet domain name registrations in each case as set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the parties hereto), including, in each case, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with the exclusive rights to (i) bring actions, defend against or otherwise recover for infringements or other impairments of such Proprietary Rights, and the right to the profits or damages due or

accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of such Proprietary Rights, (ii) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (iii) any other rights of any kind whatsoever of Assignors accruing thereunder.

Section 1.2 Assignors hereby request the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Buyer as the assignee and owner of the Proprietary Rights set forth on Schedule I.

ARTICLE II ADMINISTRATION

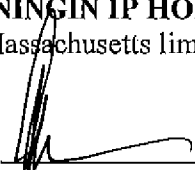
Section 2.1 Further Assurances. Assignors shall take all further actions, and provide to Buyer, Buyer's successors, assigns or other legal representatives, at Buyer's costs and expenses, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Buyer to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; (3) obtaining any additional protection relating to rights assigned herein that Buyer reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Notwithstanding anything to the contrary herein, this Assignment shall in no way affect the right of an Indemnitee (as defined in the Purchase Agreement) pursuant to Section 9.1(d)(ii) of the Purchase Agreement to participate in the defense of any Proceeding (as defined in the Purchase Agreement) against or involving an Indemnitee for which indemnification is provided.

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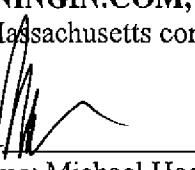
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNORS:

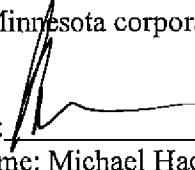
DININGIN IP HOLDER LLC,
a Massachusetts limited liability company

By: 
Name: Michael Hackel
Title: President

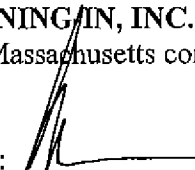
DININGIN.COM, INC.,
a Massachusetts corporation

By: 
Name: Michael Hackel
Title: President

DINING IN TWIN CITIES, INC.,
a Minnesota corporation

By: 
Name: Michael Hackel
Title: President

DININGIN, INC.,
a Massachusetts corporation

By: 
Name: Michael Hackel
Title: President

DINING IN PHILLY, INC.,
a Pennsylvania corporation

By: [Signature]
Name: Michael Hackel
Title: President

**DINING IN DALLAS LIMITED
PARTNERSHIP,**
a Texas limited partnership

By: [Signature]
Name: Michael Hackel
Title: President

DINING IN CHICAGO, INC.,
an Illinois corporation

By: [Signature]
Name: Michael Hackel
Title: President

[Signature]
MICHAEL HACKEL

STATE OF Massachusetts)
COUNTY OF Suffolk) SS.

On this 30th day of Jan, 2015, there appeared before me Michael Hackel,
personally known to me, who acknowledged that he/she signed the foregoing Assignment as
his/~~her~~ voluntary act and deed on behalf and with full authority of _____.

[Signature]
Notary Public Beth E. Widisky



(Signature Page to Intellectual Property Assignment)

Schedule I

Trademarks

Mark	Jurisdiction	Registration Number	Registration Date	Status	Current Owner of Record
DININGIN	U.S. FEDERAL	3405132	01-APR-2008	REGISTERED	DININGIN.COM, INC. MASSACHUSETTS CORPORATION 1660 SOLDIERS FIELD ROAD BRIGHTON, MASSACHUSETTS 02135
DINING IN	U.S. FEDERAL	3462270	08-JUL-2008	REGISTERED	DININGIN.COM, INC. MASSACHUSETTS CORPORATION 1660 SOLDIERS FIELD ROAD BRIGHTON, MASSACHUSETTS 02135
YOUR LOCAL RESTAURANT CONNECTION	U.S. FEDERAL	3773552	06-APR-2010	REGISTERED	DININGIN.COM, INC. MASSACHUSETTS CORPORATION 1660 SOLDIERS FIELD RD. BRIGHTON, MASSACHUSETTS 02135
DINING IN	U.S. FEDERAL	2079269	15-JUL-1997	RENEWED (REGISTERED)	DININGIN.COM, INC. MASSACHUSETTS CORPORATION 35 HICHBORN STREET BRIGHTON, MASSACHUSETTS 02135
DINING IN	CANADA	TMA716427	11-JUN-2008	REGISTERED	DININGIN.COM, INC. 35 HICHBORN STREET BRIGHTON MA 02135 UNITED STATES OF AMERICA
DINING IN DESIGN	CANADA	TMA764905	23-APR-2010	REGISTERED	DININGIN.COM, INC. 35 HICHBORN STREET BRIGHTON MA 02135 UNITED STATES OF AMERICA

Domain Names

Domain Name	Expires	Registrant Name / Registrant Organization	Administrator	Registrar
DININGIN.COM	14-OCT-2016	DININGIN.COM 1660 SOLDIERS FIELD ROAD BRIGHTON, MA 02135 6177830777 BFENN@DININGIN.COM	MICHAEL HACKEL DININGIN.COM 1660 SOLDIERS FIELD ROAD BRIGHTON, MA 02135 6177830777 BFENN@DININGIN.COM	NETWORK SOLUTIONS, LLC
MYOPENRESTAURANT.COM	10-FEB-2017	DININGIN.COM 1660 SOLDIERS FIELD ROAD BRIGHTON, MA 02135 6177830777 BFENN@DININGIN.COM	DININGIN.COM 1660 SOLDIERS FIELD ROAD BRIGHTON, MA 02135 6177830777 JBAYER@DININGIN.COM	NETWORK SOLUTIONS, LLC

Domain Name	Expires	Registrant Name / Registrant Organization	Administrator	Registrar
MYOPENRESTAURANT. NET	10-FEB-2017	DININGIN.COM 1660 SOLDIERS FIELD ROAD BRIGHTON, MA 02135 6177830777 BFENN@DININGIN.COM	DININGIN.COM 1660 SOLDIERS FIELD ROAD BRIGHTON, MA 02135 6177830777 JBAYER@DININGIN.COM	NETWORK SOLUTIONS, LLC
NISHNASH.COM	11-APR-2015	DININGIN.COM 1660 SOLDIERS FIELD ROAD BRIGHTON, MA 02135 6177830777 BFENN@DININGIN.COM	DININGIN.COM 1660 SOLDIERS FIELD ROAD BRIGHTON, MA 02135 6177830777 JBAYER@DININGIN.COM	NETWORK SOLUTIONS, LLC