

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wanderspot LLC		12/22/2014	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zomato USA, LLC		
<b>Street Address:</b>	1551 Eastlake Avenue		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98102		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3504309	URBANSPOON	
<b>Registration Number:</b>	4169013	URBANSPOON	
<b>Serial Number:</b>	86326891	SPOONFEED	
<b>Serial Number:</b>	86005740	URBANSPOON	
<b>Serial Number:</b>	86476889	URBANSPOON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	212-697-15		
<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>			
<b>Phone:</b>	212-696-8878		
<b>Email:</b>	trademark@curtis.com		
<b>Correspondent Name:</b>	Curtis, Mallet-Prevost, Colt & Mosle LLP		
<b>Address Line 1:</b>	101 Park Avenue		
<b>Address Line 2:</b>	34th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10178-0061		
<b>ATTORNEY DOCKET NUMBER:</b>	087775-0007		
<b>NAME OF SUBMITTER:</b>	Eric Stenshoel		
<b>SIGNATURE:</b>	/ejs/		

CH \$140.00 3504309

**DATE SIGNED:**

02/11/2015

**Total Attachments: 10**

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## IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “**IP Assignment**”) is dated as of December 22, 2014 (the “**Effective Date**”), by and among WANDERSPOT LLC DBA URBANSPOON, a Washington limited liability company (the “**Assignor**”) and ZOMATO USA, LLC, a Delaware limited liability company (“**Assignee**”). The Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

### WITNESSETH:

**WHEREAS**, Assignor, Assignee and the other parties named therein have entered into a certain Asset Purchase Agreement dated as of even date herewith (the “**Purchase Agreement**”), whereby Assignor agrees to sell, convey, assign, transfer and deliver to Assignee, and Assignee agrees to purchase and accept, all of Assignor’s right, title and interest in and to the Company IP Rights contained within the Purchased Assets and User generated content, including, but not limited to, photographs, interviews, reviews and blogs (the “**Acquired Intellectual Property**”);

**WHEREAS**, Assignee desires to acquire all of the right, title and interest of Assignor in, to and under the Acquired Intellectual Property;

**WHEREAS**, the Acquired Intellectual Property includes all of Assignor’s rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks as listed on Schedule 1 hereto (collectively the “**Marks**”); and

**WHEREAS**, the Acquired Intellectual Property includes all of Assignor’s rights, title and interest in and to the domain names as shown on Schedule 1 hereto, including all sub-domain names and extensions thereof (collectively, the “**Domain Names**”).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Copyrights. Assignor does hereby assign, transfer and set over to Assignee, its successors and assigns, in accordance with the Purchase Agreement, all ownership interest which Assignor has or may have ever had, or to which it is or was entitled, including the Assignor’s moral rights, in and to all of the copyrights in the Acquired Intellectual Property, including but not limited to text, object and source code, artwork and graphics, music and any other tangible embodiment of creative works (collectively, “**Works**”) (i) created by employees of Assignor in the scope of their employment or assigned by them to Assignor, or (ii) created by independent contractors pursuant to contracts with Assignor (collectively, the “**Copyrights**”), and the right to obtain registrations of such Copyrights in the United States and throughout the world, the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. Trademarks.

(a) Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor’s entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the Goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from

the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.

(b) Assignor hereby authorizes and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

(c) Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

3. Domain Names. Assignor does hereby assign and transfer to Assignee, effective as of the Effective Date, all right, title, and interest in and to the Domain Names, and hereby instruct, authorize and direct any and all registrars thereof (which registrars are listed on Schedule 1) to transfer the Domain Names to an account as directed by the Assignee.

4. Trade Secrets. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Purchase Agreement, all right, title and interest in and to the trade secrets of Assignor included in the Acquired Intellectual Property, including, but not limited to the right to sue and recover any and all damages and profits or seek injunctive relief, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

5. Further Undertakings. Each Party hereto shall, from time to time, but without further consideration, cooperate with the other Party in any reasonable action requested of such Party in order to effectuate, carry out or fulfill the obligations hereunder and under the Purchase Agreement, including, without limitation, the execution of any instruments and papers that are necessary or desirable to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office; it being understood that no Party hereto, or any of its respective Affiliates, shall be required to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party in connection with this Section 5.

6. Governing Law; Jurisdiction. This IP Assignment shall be governed by, and construed under, the laws of the State of New York, and all rights and remedies shall be governed by said laws, without regard to principles of conflicts of laws.

7. General. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict between the terms and provisions of this IP Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances. This IP Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of the parties thereto and their respective successors and assigns. This IP Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this IP Assignment shall not waive any of its

rights under such terms or provisions. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. This IP Assignment 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. The reproduction of signatures by means of facsimile device or by portable document format (.pdf) shall be treated as though such reproductions are executed originals.

*[remainder of this page was intentionally left blank; signature pages to follow]*

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IN WITNESS WHEREOF the Parties, intending to be legally bound, have caused this Assignment to be duly executed as of the Effective Date.

**ASSIGNOR**

**WANDERSPOT LLC DBA URBANSPOON**

By: [Signature]  
Name: Stuart Cawthorn  
Title: Vice Assistant Secretary

State of New York )  
 ) ss.:  
County of New York )

On the 19<sup>th</sup> day of December, in the year 2014, before me, a Notary Public in and for said State, personally appeared Stuart Cawthorn, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

Notary Public:  
Notary Registration No.  
My Commission expires:

TANYA M. STANICH  
Notary Public, State of New York  
No. 02ST6080809  
Qualified in New York County  
Commission Expires ~~09/25/2008~~

1/27/15

**ASSIGNEE**

**ZOMATO USA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public:  
Notary Registration No.  
My Commission expires:

IN WITNESS WHEREOF the Parties, intending to be legally bound, have caused this Assignment to be duly executed as of the Effective Date.

**ASSIGNOR**

**WANDERSPOT LLC DBA URBANSPOON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

) ss.:

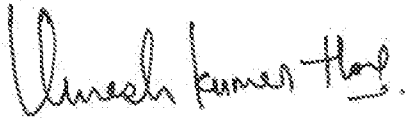
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public:  
Notary Registration No.  
My Commission expires:

**ASSIGNEE**

**ZOMATO USA, LLC**



By: \_\_\_\_\_

Name: UMESH HORA

Title: PRESIDENT

State of NY )

) ss.:

County of KINGS )

On the 21 day of DECEMBER, in the year 2014, before me, a Notary Public in and for said State, personally appeared UMESH HORA, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


\_\_\_\_\_  
Notary Public:  
Notary Registration No.  
My Commission expires:

**JOSHUA R. HOLT**  
Notary Public, State of New York  
No. 02HD6241229  
Qualified in Kings County  
Commission Expires May 9, 2015



**SCHEDULE 1**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

**I. National Trademarks (Registered)**


<b>Mark</b>	<b>Country</b>	<b>Application Number</b>	<b>Reg. No.</b>	<b>Class(es)</b>	<b>Reg. Date</b>	<b>Comments</b>
URBANSPOON	Australia	1382562	1382562	09, 43	Sept. 9, 2010	<ul style="list-style-type: none"> <li>• Australia TM record lists Minter Ellison in Sydney, Australia as agent (Attn: Lynne Peach)</li> <li>• <b>Next Action:</b> Renewal due Sept. 9, 2020</li> </ul>
URBANSPOON &  Design	Australia	1599925	1599925	09, 35, 43	Oct. 2, 2014	<ul style="list-style-type: none"> <li>• Australia TM record lists Corrs Chambers Westgarth in Sydney, Australia as agent</li> <li>• <b>Next Action:</b> Renewal due Jan. 8, 2024</li> </ul>
URBANSPOON	Canada	1496154	TMA819228	n/a	Mar. 6, 2012	<ul style="list-style-type: none"> <li>• Canada TM record lists Osler, Hoskin &amp; Harcourt in Ottawa, Ontario, Canada as agent</li> <li>• <b>Next Action:</b> Renewal fee due Mar. 6, 2027</li> </ul>
URBANSPOON	EU	009363581	009363581	09, 38, 43	Mar. 11, 2011	<ul style="list-style-type: none"> <li>• OHIM TM record lists Fox Williams LLP in London, UK as agent</li> <li>• <b>Next Action:</b> Renewal due Sept. 9, 2020</li> </ul>






Mark	Country	Application Number	Reg. No.	Class(es)	Reg. Date	Comments
URBANSPOON & Design 	EU	012487716	012487716	09, 35, 43	Jul. 15, 2014	<ul style="list-style-type: none"> <li>• OHIM TM record lists Fox Williams LLP in London, UK as agent</li> <li>• <b>Next Action:</b> Renewal due Jan. 9, 2024</li> </ul>
URBANSPOON	Mexico	1466450	1472293	09	Jul. 24, 2014	<ul style="list-style-type: none"> <li>• Mexico TM record lists Juan Manuel Alvarez Del Castillo Vargas of Mexico as agent</li> <li>• <b>Next Action:</b> Renewal due Mar. 13, 2024</li> </ul>
URBANSPOON & Design 	Mexico	1466451	1472294	09	Jul. 24, 2014	<ul style="list-style-type: none"> <li>• Mexico TM record lists Juan Manuel Alvarez Del Castillo Vargas of Mexico as agent</li> <li>• <b>Next Action:</b> Renewal due Mar. 13, 2024</li> </ul>
URBANSPOON	New Zealand	830230	830230	09, 43	Sept. 9, 2010	<ul style="list-style-type: none"> <li>• New Zealand TM record lists Minter Ellison of Sydney Australia and Auckland, New Zealand (Attn: Lynne Peach) as agent</li> <li>• <b>Next Action:</b> Renewal due Sept. 9, 2020</li> </ul>

Mark	Country	Application Number	Reg. No.	Class(es)	Reg. Date	Comments
URBANSPOON	United States	77/369804	3504309	43	Sept. 23, 2008	<ul style="list-style-type: none"> <li>• US Trademark record lists Diane M. Lambillotte of Arent Fox LLP in Los Angeles, CA as Attorney of Record</li> <li>• <b>Last Action:</b> Renewed Sept. 17, 2014</li> <li>• <b>Next Action:</b> Renewal due between Sept. 23, 2017 and Sept. 23, 2018</li> </ul>
URBANSPOON	United States	85/290746	4169013	09	Jul. 3, 2012	<ul style="list-style-type: none"> <li>• US Trademark record lists Diane M. Lambillotte of Arent Fox LLP in Los Angeles, CA as Attorney of Record</li> <li>• <b>Next Action:</b> Renewal due between July 3, 2017 and July 3, 2018</li> </ul>

## II. National Trademarks (Pending)

Mark	Country	Application No.	Application Date	Class(es)	Comments
URBANSPOON & Design  	Canada	1658772	Jan. 8, 2014	n/a	<ul style="list-style-type: none"> <li>• Canada TM record lists Osler, Hoskin &amp; Harcourt in Ottawa, Ontario, Canada as agent.</li> <li>• <b>Last Action:</b> Examiner's First Report issued August 28, 2014. Response due February 28, 2015.</li> </ul>

Mark	Country	Application No.	Application Date	Class(es)	Comments
URBANSPOON	Mexico	1466452	Mar. 13, 2014	43	<ul style="list-style-type: none"> <li>• Mexico TM record lists Juan Manuel Alvarez Del Castillo Vargas of Mexico as agent</li> <li>• <b>Last Action:</b> unknown.</li> </ul>
URBANSPOON & Design 	Mexico	1466453	Mar. 13, 2014	43	<ul style="list-style-type: none"> <li>• Mexico TM record lists Juan Manuel Alvarez Del Castillo Vargas of Mexico as agent</li> <li>• <b>Last Action:</b> unknown.</li> </ul>
URBANSPOON & Design 	New Zealand	990804	Jan. 8, 2014	09, 35, 43	<ul style="list-style-type: none"> <li>• New Zealand TM record lists Corrs Chambers Westgarth of Sydney, Australia as agent</li> <li>• <b>Last Action:</b> Accepted Oct. 15, 2014; Published Oct. 31, 2014</li> </ul>
SPOONFEED	United States	86/326891	Jul. 2, 2014	09, 42	<ul style="list-style-type: none"> <li>• US Trademark record lists Diane M. Lambillotte of Arent Fox LLP in Los Angeles, CA as Attorney of Record</li> <li>• <b>Last Action:</b> Published for Opposition Nov. 18, 2014</li> </ul>
URBANSPOON & Design 	United States	86/005740	Jul. 9, 2013	09, 42, 43	<ul style="list-style-type: none"> <li>• US Trademark record lists Diane M. Lambillotte of Arent Fox LLP in Los Angeles, CA as Attorney of Record</li> <li>• <b>Last Action:</b> Notice of Allowance issued Jul. 1, 2014</li> <li>• <b>Next Action:</b> Statement of Use or Request for Extension due Jan. 1, 2015</li> </ul>

Mark	Country	Application No.	Application Date	Class(es)	Comments
URBANSPOON & Design  (New logo)	United States	86/476889	Dec. 10, 2014	09, 42, 43	<ul style="list-style-type: none"> <li>• US Trademark record lists Donna A. Tobin of Baker &amp; Hostetler LLP in New York, NY as Attorney of Record</li> <li>• <b>Last Action:</b> New application filed Dec. 10, 2014</li> </ul>

**DOMAIN NAMES**  
(registrar for all is MarkMonitor)

lazysky.com  
 ruralspoon.com  
 rurlaspoon.com  
 suburbanspoon.com  
 urban-spoon.com  
 urbanpint.com  
 urbanpsoon.com  
 urbanspon.com  
 urbanspoon.ca  
 urbanspoon.cm  
 urbanspoon.co.uk  
 urbanspoon.com  
 urbanspoon.com.au  
 urbanspoon.com.br  
 urbanspoon.donuts-block  
 urbanspoon.net  
 urbanspoon.org  
 urbanspooon.com  
 urbanspork.com  
 urbns.pn  
 wanderspot.com  
 wwwurbanspoon.com