

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JMS & SR LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ROADFOOD, INC.		
Street Address:	7525 SE 24th Street		
Internal Address:	c/o Fexy Media		
City:	Mercer Island		
State/Country:	WASHINGTON		
Postal Code:	98040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2685127	ROADFOOD	
Registration Number:	3316387	ROADFOOD	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053934-0008		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	07/10/2015		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “**Assignment**”), dated as of June ___1___, 2015, is made and entered into by **JMS & SR LLC** (“**Assignor**”), as assignor in favor of **ROADFOOD, INC.**, a Delaware corporation (“**Assignee**”), as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor has adopted and is the owner of the Intellectual Property identified in Schedule 1, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including but not limited to, all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement;

WHEREAS, as of the date hereof (and effective concurrently with the effectiveness of this Assignment) the Assignor, Assignee and the other parties thereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Assignor has agreed to sell all of the Transferred Assets to Assignee; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor agreed to enter into this Assignment, and Assignee would not have entered into the Purchase Agreement but for the Assignor’s execution of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Purchase Agreement.
2. Assignment of Intellectual Property. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to all Intellectual Property set forth on Schedule 1 to this Assignment and all other Intellectual Property related to the Seller Business that is included in the Transferred Assets together with the goodwill of the business associated therewith (the “**Purchased IP**”), and all common law and statutory right, title and interest in the Purchased IP, all rights of registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Purchased IP, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to the Purchased IP and other Transferred Assets, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with the Purchased IP, and to secure in its own name the patents and registrations granted thereon. Assignor agrees to provide all assistance

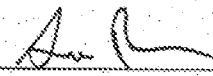
reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's rights in and to the Purchased IP.

3. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth in Section 2 above.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed and entered into this Assignment as of the date first set forth above.

JMS & SR LLC
a Delaware limited liability company

By: 
Name: Stephen Rushmore
Title: President, member

Schedule 1

INTELLECTUAL PROPERTY

Trademarks

“Roadfood”

- 2,685,127 ROADFOOD (Class 16)
- 3,316,387 ROADFOOD (Class 42)
- Drawing Type – Words, Letters, or Numbers in block form
- United States