

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foodily, Inc.		04/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IAC Search & Media, Inc.		
Street Address:	555 12th Street, Suite 500		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94607		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4119307	FOODILY	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<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:	212.589.4200		
Email:	gferguson@bakerlaw.com		
Correspondent Name:	Gerald Ferguson		
Address Line 1:	45 Rockefeller Plaza, 14th Floor		
Address Line 2:	Baker & Hostetler LLP		
Address Line 4:	New York, NEW YORK 10111		
ATTORNEY DOCKET NUMBER:	47611.102		
NAME OF SUBMITTER:	Kimberly M. Maynard		
SIGNATURE:	/Kimberly M. Maynard/		
DATE SIGNED:	07/28/2015		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 23, 2015, is made by Foodily, Inc. ("**Assignor**"), a Delaware corporation, in favor of IAC Search & Media, Inc. ("**Assignee**"), a Delaware corporation, in connection with the transfer of certain assets of Assignor to Assignee pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated as of even date hereof (the "**Principal Agreement**").

Whereas, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In partial exchange for the consideration provided under the Principal Agreement and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, only with respect to United States intent-to-use trademark applications, pursuant to the Principal Agreement, the transfer of Assignor's business, or portion of the business to which such trademarks pertain, and that business is ongoing and existing, or the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) registrations of the internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Disclaimers. The terms of the Principal Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Principal Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Principal Agreement and the terms hereof, the terms of the Principal Agreement shall govern.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with the Principal Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

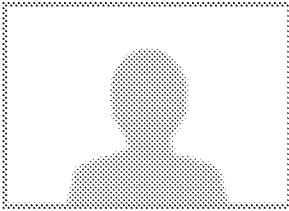
(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

Signature Certificate

Document Reference: HWB4NRJ47L922363B38S7K

RightSignature
Easy Online Document Signing



Andrea Cutright
Party ID: B2IPH7IPFIRFEN5LI92ZG
IP Address: 71.198.151.0
VERIFIED EMAIL: andrea@foodily.com

Electronic Signature:

Andrea Cutright

Multi-Factor
Digital Fingerprint Checksum

0f5a792e588d0e818a7e1fa777c22857ce39d12e



Timestamp

2015-04-22 14:34:18 -0700

2015-04-22 14:44:13 -0700

2015-04-22 14:43:12 -0700

2015-04-22 14:43:11 -0700

Audit

All parties have signed document. Signed copies sent to: Olabisi Clinton and Andrea Cutright.

Document signed by Andrea Cutright (andrea@foodily.com) with drawn signature.
- 71.198.151.0

Document viewed by Andrea Cutright (andrea@foodily.com). - 71.198.151.0

Document created by Andrea Cutright (andrea@foodily.com). - 71.198.151.0



This signature page provides a record of the online activity executing this contract.

Page 1 of 1

TRADEMARK
REEL: 005586 FRAME: 0682

AGREED TO AND ACCEPTED:

IAC Search & Media, Inc.

By 

Name: Greg Winiarski

Title: VP

Address for Notices:

SCHEDULE 1
ASSIGNED TRADEMARKS



FOODILY Transfer -
TM_by Mark_Status R

FOODILY

Transfer Report

Trademark Status Report (by mark)

<i>CPI ID No.</i>	<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
51811	FOODILY	Canada	CS; 35; 41; 42; 43	4/26/2011	1525021	2/5/2013	TMA842245	Registered
51684	FOODILY	European Union	35; 42; 43	4/13/2011	009890931	11/2/2011	009890931	Registered
49277	FOODILY	United States	35; 41; 42; 43	10/26/2010	85160870	3/27/2012	4119307	Registered

TRADEMARK

REEL: 005586 FRAME: 0685

SCHEDULE 2
ASSIGNED DOMAIN NAMES

WWW.FOODILY.COM