TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRUBHUB HOLDINGS INC.		04/29/2016	Corporation:
GRUBHUB INC.		04/29/2016	Corporation:
SLICK CITY MEDIA, INC.		04/29/2016	Corporation:
HOMECOOKED FACTORY LLC		04/29/2016	Corporation:
DININGIN LLC		04/29/2016	Corporation:
RESTAURANTS ON THE RUN, LLC		04/29/2016	Corporation:
MEALPORT USA LLC		04/29/2016	Corporation:
MEALPORT DEN, LLC		04/29/2016	Corporation:
MEALPORT PDX, LLC		04/29/2016	Corporation:
MEALPORT SAN LLC		04/29/2016	Corporation:
MEALPORT EUG LLC		04/29/2016	Corporation:
MEALPORT ABQ, LLC		04/29/2016	Corporation:
MEALPORT ELP, LLC		04/29/2016	Corporation:
MEALPORT LAS LLC		04/29/2016	Corporation:

RECEIVING PARTY DATA

Name:	CiTIBANK, N.A., as Administrative Agent
Street Address:	1001 Page Mill Road
Internal Address:	Building 4, 2nd Floor
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	National Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	4354098	ALLMENUS
Registration Number:	3595620	ALLMENUS
Registration Number:	2247206	CAMPUSFOOD.COM
Registration Number:	4320648	CRAVED

OP $1390.00 4354098

Property Type	Number	Word Mark
Registration Number:	4327549	CRAVED BY SEAMLESS
Registration Number:	4382991	DELIVERY HUB
Registration Number:	4302839	DELIVERYHUB
Registration Number:	2079269	DINING IN
Registration Number:	3405132	DININGIN
Registration Number:	3462270	DINING IN
Registration Number:	4855508	FEED KIDS. FEEL GOOD.
Registration Number:	4364028	GH
Registration Number:	4612289	GH
Registration Number:	4388147	GH TRACK YOUR GRUB
Registration Number:	4354144	GOLDEN GRUB
Registration Number:	4368564	GRUBHUB
Registration Number:	4279002	GRUBHUB
Registration Number:	4363972	GRUBHUB
Registration Number:	4279207	GRUBHUB
Registration Number:	2998028	GRUBHUB
Registration Number:	4304175	GRUBHUB
Registration Number:	3980740	GRUBHUB.COM EATING MADE EASY
Registration Number:	4353800	GRUBTOBERFEAST
Registration Number:	4353799	GRUBTOBERFEAST
Registration Number:	4038582	HAPPY EATING
Registration Number:	4399444	LOCAL RESTAURANTS, DELIVERED
Registration Number:	4278461	ORDERHUB
Registration Number:	4278460	ORDERHUB POWERED BY GRUBHUB
Registration Number:	4278480	ORDERHUB POWERED BY GRUBHUB
Registration Number:	4071652	SEAMLESS
Registration Number:	4327543	SEAMLESS
Registration Number:	4327544	SEAMLESS
Registration Number:	4616605	SEAMLESS PARTNERS WITH GRUBHUB
Registration Number:	4396255	SEAMLESSBOOST
Registration Number:	4102614	SEAMLESSWEB
Registration Number:	4850113	TASTE OF SEAMLESS
Registration Number:	4850118	TASTE OF SEAMLESS
Registration Number:	4344476	TRACK YOUR GRUB
Registration Number:	4327545	YOUR FOOD IS HERE.
Registration Number:	3868151	FOODGISTICS
Registration Number:	4930072	R RESTAURANTS ON THE RUN
Registration Number:	4316467	RESTAURANTS ON THE RUN

Property Type	Number	Word Mark
Registration Number:	3625808	ROTR
Registration Number:	3239420	TAKEOUT TECHNOLOGIES
Registration Number:	3210531	MENU PAGES
Registration Number:	3739372	MENUPAGES
Registration Number:	3839879	MENUPAGES
Registration Number:	3742099	MP
Registration Number:	4799527	MP
Serial Number:	86652095	DINER SCORE
Serial Number:	86646953	GH DELIVERY
Serial Number:	86623269	GRUBCENTRAL
Serial Number:	86778500	GRUBHUB
Serial Number:	86071159	GRUBHUB SEAMLESS
Serial Number:	86778388	YUMMY RUMMY

CORRESPONDENCE DATA

Fax Number: 5184521873

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.

Phone: 5184521873

Email: accessin@sprynet.com

Correspondent Name: Jacqueline Lee

Address Line 1: 1773 Western Avenue

Address Line 4: Albany, NEW YORK 32127

NAME OF SUBMITTER:	Margo Drucker
SIGNATURE:	/Margo Drucker/
DATE SIGNED:	05/03/2016

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 29, 2016, by and among GRUBHUB HOLDINGS INC., a corporation organized and existing under the laws of the State of Delaware (the "Borrower"); GRUBHUB INC., a corporation organized under the laws of the State of Delaware (the "Parent"); each of the other Persons (this and each other capitalized term used herein without definition having the meaning ascribed thereto in the Credit Agreement) listed on the signature pages hereof as a "Grantor" (the Borrower, the Parent and such other Persons are collectively referred to as the "Grantors" and individually as a "Grantor") in favor of CITIBANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for each other lender from time to time party to the Credit Agreement as described below (such Lenders, together with their respective successors and assigns in such capacity, each a "Lender" and collectively, the "Lender Parties").

WHEREAS, the Borrower has entered into a Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Parent, the Lender Parties and the Administrative Agent.

WHEREAS, as a condition precedent to the obligations of the Lenders and, if applicable, the L/C Issuers to fund the initial Credit Extension under the Credit Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the, made by and among the Grantors and the Administrative Agent (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Lender Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Trademark and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Administrative Agent as follows:

I. **Grant of Security**. Each Grantor hereby unconditionally pledges and grants to the Administrative Agent, for the ratable benefit of the Lender Parties, to secure the Obligations, a continuing security interest in and to all of the right, title and interest of such Grantor in, to the extent included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(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; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims by such Grantor against third parties 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.

II. **Recordation**. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Administrative Agent.

III. **Loan Documents**. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

IV. **Authorization to Supplement**. Grantor shall comply with the obligations set forth in clause (b) of Section 7.2 of the Security Agreement in connection with obtaining rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark or trademark application. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of each Grantor identified on the schedules delivered by Grantors to the Administrative Agent pursuant to clause (b) of Section 7.2 of the Security Agreement and which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

V. **Execution in Counterparts**. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

VI. **Successors and Assigns**. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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VII. **Governing Law**. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

VIII. **Forum Selection and Consent to Jurisdiction**. **THE PARENT, THE BORROWER, EACH OF THE GRANTORS AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT OR ANY OTHER LENDER PARTY OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY OTHER LENDER PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE PARENT, THE BORROWER, ANY OF THE GRANTORS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. THE PARENT, THE BORROWER, EACH OF THE GRANTORS AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 10.12 OF THE CREDIT AGREEMENT. THE PARENT, THE BORROWER, EACH OF THE GRANTORS AND EACH OTHER LOAN PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. TO THE EXTENT THAT THE PARENT, THE BORROWER, ANY OF THE GRANTORS OR ANY OTHER LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF**

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OR ITS PROPERTY, THE PARENT, THE BORROWER, ANY OF THE GRANTORS OR ANY OTHER LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS. THE PARENT, THE BORROWER, EACH OF THE GRANTORS AND EACH LOAN PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.2 OF THE CREDIT AGREEMENT AT THE NEW YORK ADDRESS FOR SUCH PARTIES SET FORTH ON SCHEDULE IV THERETO. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVICE PROCESS IN ANY OTHER MATTER PERMITTED BY LAW.

IX. Waiver of Jury Trial, etc. **EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE LENDER PARTIES, OR ANY OF THE GRANTORS. EACH OF THE GRANTORS HEREBY ACKNOWLEDGE AND AGREE THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER PARTIES ENTERING INTO THIS AGREEMENT.**

X. Waiver of Consequential Damages, etc. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GRANTORS AND EACH OTHER LOAN PARTY, ON THE ONE HAND, AND EACH LENDER PARTY ON THE OTHER HAND, SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE OTHER PARTY ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, ANY LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, ANY CREDIT EXTENSION OR THE USE OR INTENDED USE OF THE PROCEEDS THEREOF. NO LENDER PARTY SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY UNINTENDED RECIPIENTS OF ANY INFORMATION OR OTHER MATERIALS DISTRIBUTED BY IT THROUGH TELECOMMUNICATIONS, ELECTRONIC OR OTHER INFORMATION TRANSMISSION SYSTEMS IN CONNECTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

XI. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

XII. Notice Addresses. The notice addresses for the Borrower, the Parent and each other Loan Party for purposes of the Credit Agreement and each other Loan Document to which each such Person is a party shall be the addresses for notices to the Parent and the Borrower set forth on Schedule IV to the Credit Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

GRUBHUB HOLDINGS INC.

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

GRANTORS:

GRUBHUB INC.

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

SLICK CITY MEDIA, INC.

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

HOMECOOKED FACTORY LLC

By: GRUBHUB HOLDINGS INC., sole Member

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

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DININGIN LLC

By: GRUBHUB HOLDINGS INC., sole Member

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

RESTAURANTS ON THE RUN, LLC

By: GRUBHUB HOLDINGS INC., sole Member

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

MEALPORT USA LLC

By: GRUBHUB HOLDINGS INC., sole Member

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

MEALPORT DEN, LLC

By: MEALPORT USA LLC, sole member

By: GRUBHUB HOLDINGS INC., sole member of MEALPORT USA LLC

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

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MEALPORT PDX, LLC

By: MEALPORT USA LLC, sole manager

By: GRUBHUB HOLDINGS INC., sole member of MEALPORT USA LLC

By: Margo Drucker
Name Margo Drucker
Title: General Counsel and Secretary

MEALPORT SAN LLC

By: MEALPORT USA LLC, sole manager

By: GRUBHUB HOLDINGS INC., sole member of MEALPORT USA LLC

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

MEALPORT EUG LLC

By: MEALPORT USA LLC, sole manager

By: GRUBHUB HOLDINGS INC., sole member of MEALPORT USA LLC

By: Margo Drucker
Name: Margo Drucker
Title: General Counsel and Secretary

MEALPORT ABQ, LLC

By: MEALPORT USA LLC, sole manager

By: GRUBHUB HOLDINGS INC., sole member of MEALPORT USA LLC

By: _____
Name: Margo Drucker
Title: General Counsel and Secretary

MEALPORT ELP, LLC

By: MEALPORT USA LLC, sole manager

By: GRUBHUB HOLDINGS INC., sole member of MEALPORT USA LLC

By: _____
Name: Margo Drucker
Title: General Counsel and Secretary

MEALPORT LAS LLC

By: MEALPORT USA LLC, sole member

By: GRUBHUB HOLDINGS INC., sole member of MEALPORT USA LLC

By: _____
Name: Margo Drucker
Title: General Counsel and Secretary

AGREED TO AND ACCEPTED:

CITIBANK, N.A.,
as Administrative Agent

By: _____

Name: Bill Allen
Title: SVP/TEAM LEADER

Address for Notices:
Citibank, N.A.,
as Administrative Agent
1001 Page Mill Road
Building 4, 2nd Floor
Palo Alto, CA 94304
Attention: Bill Allen
Senior Vice President/Team Leader
Facsimile No.: +1 866 5502403

SCHEDULE I to
AGREEMENT

Trademark Registrations

Grantor	Country	Trademark	Registration No.	Registration Date
GrubHub Holdings, Inc.	United States	ALLMENUS	4,354,098	6/18/2013
GrubHub Holdings, Inc.	United States	ALLMENUS and Design	3,595,620	3/24/2009
GrubHub Holdings, Inc.	United States	CAMPUSFOOD.COM and Design	2,247,206	5/25/1999
GrubHub Holdings, Inc.	United States	CRAVED	4,320,648	4/16/2013
GrubHub Holdings, Inc.	United States	CRAVED BY SEAMLESS and Design	4,327,549	4/30/2013
GrubHub Holdings, Inc.	United States	DELIVERY HUB Logo	4,382,991	8/13/2013
GrubHub Holdings, Inc.	United States	DELIVERYHUB	4,302,839	3/12/2013
GrubHub Holdings, Inc.	United States	DINING IN	2,079,269	7/15/1997
GrubHub Holdings, Inc.	United States	DINING IN and Design	3,405,132	4/1/2008
GrubHub Holdings, Inc.	United States	DINING IN and Design	3,462,270	7/8/2009
GrubHub Holdings, Inc.	United States	FEED KIDS. FEEL GOOD.	4,855,508	11/17/2015
GrubHub Holdings, Inc.	United States	GH and Design	4,364,028	7/9/2013
GrubHub Holdings, Inc.	United States	GH and Design	4,612,289	9/30/2014
GrubHub Holdings, Inc.	United States	GH TRACK YOUR GRUB and Design	4,388,147	8/20/2013
GrubHub Holdings, Inc.	United States	GOLDEN GRUB	4,354,144	6/18/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	4,368,564	7/16/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	4,279,002	1/22/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	4,363,972	7/9/2013

GrubHub Holdings, Inc.	United States	GRUBHUB	4,279,207	1/22/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	2,998,028	9/20/2005
GrubHub Holdings, Inc.	United States	GRUBHUB Logo (2012)	4,304,175	3/19/2013
GrubHub Holdings, Inc.	United States	GRUBHUB.COM EATING MADE EASY Logo (2010)	3,980,740	6/21/2011
GrubHub Holdings, Inc.	United States	GRUBTOBERFEAST	4,353,800	6/18/2013
GrubHub Holdings, Inc.	United States	GRUBTOBERFEAST	4,353,799	6/18/2013
GrubHub Holdings, Inc.	United States	HAPPY EATING	4,038,582	10/11/2011
GrubHub Holdings, Inc.	United States	LOCAL RESTAURANTS, DELIVERED	4,399,444	9/10/2013
GrubHub Holdings, Inc.	United States	ORDERHUB	4,278,461	1/22/2013
GrubHub Holdings, Inc.	United States	ORDERHUB POWERED BY GRUBHUB	4,278,460	1/22/2013
GrubHub Holdings, Inc.	United States	ORDERHUB POWERED BY GRUBHUB (Stylized)	4,278,480	1/22/2013
GrubHub Holdings, Inc.	United States	SEAMLESS	4,071,652	12/13/2011
GrubHub Holdings, Inc.	United States	SEAMLESS	4,327,543	4/30/2013
GrubHub Holdings, Inc.	United States	SEAMLESS and Design	4,327,544	4/30/2013
GrubHub Holdings, Inc.	United States	SEAMLESS PARTNERS WITH GRUBHUB and Design	4,616,605	10/7/2014
GrubHub Holdings, Inc.	United States	SEAMLESSBOOST	4,396,255	9/3/2013
GrubHub Holdings, Inc.	United States	SEAMLESSWEB	4,102,614	2/21/2012
GrubHub Holdings, Inc.	United States	TASTE OF SEAMLESS and Design	4,850,113	11/10/2015
GrubHub Holdings, Inc.	United States	TASTE OF SEAMLESS and Design	4,850,118	11/10/2015

GrubHub Holdings, Inc.	United States	TRACK YOUR GRUB	4,344,476	5/28/2013
GrubHub Holdings, Inc.	United States	YOUR FOOD IS HERE.	4,327,545	4/30/2013
GrubHub Holdings, Inc.	Canada	DINING IN	716427	6/11/2008
GrubHub Holdings, Inc.	Canada	DINING IN and Design	764905	4/23/2010
GrubHub Holdings, Inc.	European Community	SEAMLESS	11122025	1/11/2013
Restaurants on the Run, LLC	United States	FOODGISTICS	3,868,151	10/26/2010
Restaurants on the Run, LLC	United States	R RESTAURANTS ON THE RUN and Design	4,930,072	4/5/2016
Restaurants on the Run, LLC	United States	RESTAURANTS ON THE RUN	4,316,467	4/9/2013
Restaurants on the Run, LLC	United States	ROTR	3,625,808	5/26/2009
Restaurants on the Run, LLC	United States	TAKEOUT TECHNOLOGIES and Design	3,239,420	5/8/2007
Slick City Media, Inc.	United States	MENU PAGES	3,210,531	2/20/2007
Slick City Media, Inc.	United States	MENU PAGES	3,739,372	1/19/2010
Slick City Media, Inc.	United States	MENUPAGES and Design	3,839,879	8/31/2010
Slick City Media, Inc.	United States	MP and Design	3,742,099	1/26/2010
Slick City Media, Inc.	United States	MP and Design	4,799,527	8/25/2015
Slick City Media, Inc.	France	MENUPAGES	133974829	1/15/2013
Slick City Media, Inc.	United Kingdom	MENUPAGES	2649855	1/31/2014

Trademark Applications

Grantor	Country	Trademark	Serial No.	Filing Date
GrubHub Holdings, Inc.	United States	DINER SCORE	86/652,095	6/4/2015
GrubHub Holdings, Inc.	United States	GH DELIVERY and Design	86/646,953	6/1/2015

GrubHub Holdings, Inc.	United States	GRUBCENTRAL	86/623,269	5/8/2015
GrubHub Holdings, Inc.	United States	GRUBHUB	86/778,500	10/5/2015
GrubHub Holdings, Inc.	United States	GRUBHUB SEAMLESS and Design	86/071,159	9/21/2013
GrubHub Holdings, Inc.	United States	YUMMY RUMMY	86/778,388	10/5/2015
GrubHub Holdings, Inc.	Canada	GRUBHUB	1718710	3/12/2015
GrubHub Holdings, Inc.	Canada	SEAMLESS	1718715	3/10/2015