

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KMLEE INVESTMENTS INC.		06/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	1001 Page Mill Road		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4409559	LABITE.COM	
Registration Number:	4758574	LABITE	
Registration Number:	4235313	FORKED	
Registration Number:	2438576	EXPERIENCE THE TASTE OF DELIVERY	
Registration Number:	2813193	WAITERS ON WHEELS	
Registration Number:	2821372	YOUR FAVORITE RESTAURANT NOW DELIVERS	
CORRESPONDENCE DATA			
Fax Number:	5184520822		
<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:	5184521873		
Email:	accessin@sprynet.com		
Correspondent Name:	Jlee		
Address Line 1:	100 State Street, Suite 800		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Matthew Maloney		
SIGNATURE:	/Matthew Maloney/		
DATE SIGNED:	06/03/2016		
Total Attachments: 7			

OP \$165.00 4409559

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 3, 2016, by and among KMLEE INVESTMENTS INC., a corporation organized and existing under the laws of the State of Delaware (the "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, Grubhub Holdings Inc. (the "Borrower") has entered into a Credit Agreement, dated as of April 29, 2016 (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Grubhub Inc. (the "Parent"), the Lender Parties and the Administrative Agent. Terms used in this Agreement but not defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, on May 5, 2016, the Borrower acquired 100% of the stock of the Grantor. Pursuant to Section 7.1.8 of the Credit Agreement, as a direct Subsidiary of the Borrower, the Grantor has executed and delivered to the Administrative Agent that certain Security Agreement Supplement, dated as of the date hereof, pursuant to which the Grantor agreed to become a party to that certain Security Agreement, dated as of April 29, 2016, made by and among the Loan Parties and the Administrative Agent (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Security Agreement") as if it were an original party thereto.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Lender Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has 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, the Grantor agrees with the Administrative Agent as follows:

I. **Grant of Security**. The 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 the 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;

(b) all rights of any kind whatsoever of the 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 the 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**. The 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**. The 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 the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantor identified on the schedules delivered by the Grantor 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.

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 GRANTOR 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 GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. THE GRANTOR 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 GRANTOR 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 GRANTOR 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 OR ITS PROPERTY, THE GRANTOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS. THE GRANTOR 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 THE GRANTOR. THE GRANTOR HEREBY ACKNOWLEDGES AND AGREES 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, THE GRANTOR, 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 Grantor for purposes of the Credit Agreement and each other Loan Document to which the Grantor is a party shall be the addresses for notices to the Parent and the Borrower set forth on Schedule IV to the Credit Agreement.

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

GRANTOR:

KMLEE INVESTMENTS INC

By: _____

Name: Matthew Maloney

Title: Chief Executive Officer and President

[Trademark Security Agreement Signature Page]

TRADEMARK

REEL: 005806 FRAME: 0985

AGREED TO AND ACCEPTED:

CITIBANK, N.A.,
as Administrative Agent

By: _____

Name: Bill Allen
Title: Senior Vice President/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

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
KMLee Investments, Inc.	United States	LABITE.COM	4409559	10/1/2013
KMLee Investments, Inc.	United States	LABITE	4758574	6/23/2015
KMLee Investments, Inc.	United States	FORKED	4235313	10/30/2012
KMLee Investments, Inc.	United States	EXPERIENCE THE TASTE OF DELIVERY	2438576	3/27/2001
KMLee Investments, Inc.	United States	WAITERS ON WHEELS	2813193	2/10/2004
KMLee Investments, Inc.	United States	YOUR FAVORITE RESTAURANT NOW DELIVERS	2821372	3/9/2004
KMLee Investments, Inc.	Texas	EAT OUT IN and Design	801346898; 801346889	1/24/2011
KMLee Investments, Inc.	Texas	EAT OUT IN	801346885	1/24/2011