

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yummly, Inc.		05/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Whirlpool Properties, Inc.		
Street Address:	500 Renaissance Drive		
Internal Address:	Suite 101		
City:	St. Joseph		
State/Country:	MICHIGAN		
Postal Code:	49085		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4998449	YUM	
Registration Number:	4804288	YUMMLY	
Registration Number:	4423205	YUMMLY	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	312-616-5600		
Email:	esaviano@leydig.com		
Correspondent Name:	Tamara A. Miller		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601-6745		
NAME OF SUBMITTER:	Tamara A. Miller		
SIGNATURE:	/Tamara A. Miller/		
DATE SIGNED:	07/18/2017		
Total Attachments: 6			
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WORLDWIDE TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of May 5, 2017 (the "Effective Date"), is from Yummly, Inc., a Delaware corporation having an address of 610 Walnut Street, Redwood City, California 94063, United States ("Assignor") to Whirlpool Properties, Inc., a Michigan corporation with an address of 500 Renaissance Drive, Suite 101, St. Joseph, Michigan 49085, United States ("Assignee").

RECITALS

- A. Assignor has adopted, used, is using, and is the owner of the Assigned Trademarks (as defined below).
- B. Assignor desires to assign all of its right, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

For good and valuable consideration, and for U.S. \$1.00, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations and trademark applications listed in Appendix A attached hereto and made a part hereof, including all common law rights associated with same.
2. Assignment of the Assigned Trademarks. Assignor hereby assigns and transfers to Assignee, and Assignee's successors and assigns, Assignor's entire right and title to and interest in the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, and the portion of the business to which the Assigned Trademarks relate, and including all common law and other rights thereto.
3. Assignment of Enforcement Rights. Assignor hereby sells, assigns and transfers to Assignee any and all claims, demands, causes of action, and recoveries, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any past, present, or future infringement or other violations of any of the Assigned Trademarks, together with the right to bring suit for and/or initiate any proceedings to collect any and all damages arising from said claims or causes of action, and does hereby empower Assignee, and its successors and assigns, to sue for and collect the same, to its and their own and absolute use.
4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense, including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required: (a) in the prosecution and maintenance of the Assigned Trademarks; (b) in the prosecution or defense of any opposition, cancellation, infringement, or other proceeding that may arise in connection with the Assigned Trademarks or any domain names containing the Assigned Trademarks or variations thereof; and (c) in the implementation or perfection of this

Assignment, including the recordal thereof with the U.S. Patent and Trademark Office and the Trademark Authorities of foreign countries. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Trademarks. Assignor hereby grants to Assignee and to Assignee's chosen counsel the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office or of the Trademark Authority of any foreign country for the recordation or filing of this Assignment, and to execute any documents on Assignor's behalf required to memorialize the assignment set forth herein or to pursue or perfect or record the assignment of any of the Assigned Trademarks assigned hereunder.

5. Representations and Warranties. Assignor hereby represents and warrants that (a) Assignor will not execute any document or instrument in conflict with this Assignment; and (b) Assignor has the right to execute and enter into this Assignment and to perform the obligations hereunder.

6. General Provisions.

6.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied here.

6.2 Severability. If any provision, clause or part of this Assignment or the application thereof under certain circumstances, is held invalid, the remainder of this Assignment, or the applications of each provision, clause or part under other circumstances, shall not be affected thereby.

6.3 No Waiver. The failure of Assignor or Assignee to insist, in any one or more instances, upon performance of any of the terms or conditions of this Assignment, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

6.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of Assignor and Assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

6.5 Counterparts: Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment shall be signed and each signature notarized, and the parties shall provide each other with originally signed and notarized copies of the Assignment as soon as possible thereafter.

6.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

6.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

6.8 Governing Law. This Assignment shall be governed by and construed in accordance with the trademark laws of the United States of America and with the internal laws of the State of Michigan.

[remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee and is effective as of the Effective Date first written above.

By ASSIGNOR:

Yummly, Inc.

By: [Signature]

Name: BRIAN WITLIN

Title: CEO

Date: May 4, 2017

State of _____)
: SS
County of _____)

This instrument was signed and sworn to before me on the 4th day of May, 2017, by _____, who is the _____ of Yummly, Inc., on behalf of whom this instrument was executed.

Notary Public, State of _____
My commission Expires:

Accepted by ASSIGNEE:

Whirlpool Properties, Inc.

By: [Signature]

Name: Michel M. Rose

Title: Director, Vice President, and Secretary

Date: May 4, 2017

State of Michigan)
: SS
County of Berrien)

This instrument was signed and sworn to me on the 4th day of May, 2017, by Michel M. Rose, who is the Director, Vice President, and Secretary of Whirlpool Properties, Inc., on behalf of whom this instrument was executed.

KATHLEEN S. KARNIK
NOTARY PUBLIC, STATE OF MI
COUNTY OF BERRIEN
MY COMMISSION EXPIRES May 21, 2018
ACTING IN COUNTY OF Berrien

[Signature]
Notary Public, State of Michigan
My commission Expires: 21 May 2018

APPENDIX A

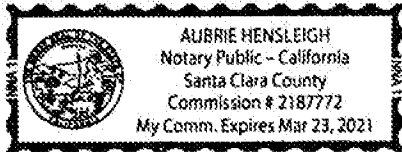
Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Australia	YUM	1519393	11 Oct 2012	1519393	11 Oct 2012	Registered
Canada	YUM	1606050	10 Dec 2012	TMA917943	22 Oct 2015	Registered
European Union	YUM	011261393	12 Oct 2012	011261393	9 May 2013	Registered
New Zealand	YUM	966965	11 Oct 2012	966965	4 Mar 2014	Registered
United States	YUM	85650725	13 Jun 2012	4998449	12 Jul 2016	Registered
Australia	YUMMLY	1495777	12 Jun 2012	1495777	12 Jun 2012	Registered
Canada	YUMMLY	158220	14 Jun 2012	TMA960866	24 Jan 2017	Registered
China	YUMMLY	11093745	19 Jun 2012	11093745	14 Nov 2013	Registered
China	YUMMLY	11093741	19 Jun 2012	11093741	7 Nov 2013	Registered
China	YUMMLY	11093744	19 Jun 2012	N/A	N/A	Pending
China	YUMMLY	11093743	19 Jun 2012	11093743	7 Nov 2013	Registered
China	YUMMLY	11093742	19 Jun 2012	11093742	7 Mar 2017	Registered
European Union	YUMMLY	010957207	12 Jun 2012	010957207	16 Oct 2012	Registered
India	YUMMLY	2349675	18 Jun 2012	2349675	18 Jun 2012	Registered
India	YUMMLY	2349676	18 Jun 2012	N/A	N/A	Pending
India	YUMMLY	2349677	18 Jun 2012	2349677	18 Jun 2012	Registered
India	YUMMLY	2349678	18 Jun 2012	N/A	N/A	Pending
Indonesia	YUMMLY	D0020120317 16	2 Jul 2012	IDM000449432	26 Jan 2015	Registered
Indonesia	YUMMLY	J0020120317 14	2 Jul 2012	IDM000460535	27 Feb 2015	Registered
Indonesia	YUMMLY	J0020120317 18	2 Jul 2012	IDM000460167	27 Feb 2015	Registered
Indonesia	YUMMLY	J0020120317 19	2 Jul 2012	IDM000460164	27 Feb 2015	Registered
New Zealand	YUMMLY	960438	13 Jun 2012	960438	29 Jan 2013	Registered
South Korea	YUMMLY	45201200030 16	14 Jun 2012	45-0047705	9 Jan 2014	Registered
Switzerland	YUMMLY	572022012	12 Jun 2012	645940	9 Jul 2013	Registered
United States	YUMMLY	85024498	27 Apr 2010	4804288	1 Sep 2015	Registered
United States	YUMMLY	85980021	27 Apr 2010	4423205	22 Oct 2013	Registered

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 4th
day of May, 2017, by Benjamin Benjamin
within

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Aubrie Hensleigh