

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445830

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A&D Network Solutions, Inc.		08/22/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Foodler Acquisition LLC		
<b>Street Address:</b>	1065 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77717649	FOODLER	
<b>Registration Number:</b>	4908388	FOODLER	
<b>Serial Number:</b>	87219773	FOODLERBUCKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	JORDAN A. LAVINE		
<b>Address Line 1:</b>	1835 Market Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Jordan LaVine		
<b>SIGNATURE:</b>	/jordan lavine/		
<b>DATE SIGNED:</b>	10/04/2017		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), is entered into as of August 23, 2017, by and between A&D Network Solutions, Inc., a Delaware corporation ("Assignor"), and Foodler Acquisition LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement (as defined below).

**WHEREAS**, Assignor, Buyer and certain other Persons are parties to that certain Asset Purchase Agreement, dated as of June 8, 2017, as amended by that certain Amendment to Asset Purchase Agreement, dated as of August 21, 2017 (as amended, the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Buyer, and Buyer wishes to acquire from Assignor all right, title and interest in any Seller Proprietary Rights (as defined in the Purchase Agreement) of Assignor, including all registrations and applications for Proprietary Rights set forth on Schedule I attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I ASSIGNMENT

Section 1.1 Assignment of Intellectual Property Assets. Assignor hereby transfers, conveys, assigns and delivers to the Buyer, and Buyer hereby accepts, as applicable, from Assignor, all of Assignor's right, title and interest in and to (a) all trademark registrations and applications and all goodwill associated therewith; (b) all pending patent applications and registered patents; (c) all copyright registrations; and (d) all Internet domain name registrations in each case as set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the parties hereto), including, in each case, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the exclusive rights to (i) bring actions, defend against or otherwise recover for infringements or other impairments of such Proprietary Rights, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of such Proprietary Rights, (ii) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (iii) any other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Assignor hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record the Buyer as the assignee and owner of the Proprietary Rights set forth on Schedule I.

Section 1.3 Assignor represents and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in and to the Proprietary Rights (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (b) it has the full right and authority to execute this Assignment and to assign to Buyer the rights assigned herein; and (c) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

## **ARTICLE II ADMINISTRATION**

Section 2.1 Further Assurances. Assignor shall take all further actions, and provide to Buyer, Buyer's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Buyer to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; (c) obtaining any additional protection relating to rights assigned herein that Buyer reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (d) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

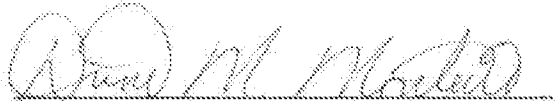
A&D NETWORK SOLUTIONS, INC.

By: 

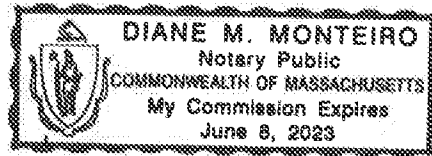
Name: Christian Dumontet  
Title: Chief Executive Officer

STATE OF Massachusetts  
COUNTY OF Suffolk ) SS.

On this 22 day of August there appeared before me Christian Dumontet, Chief Executive Officer, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of A&D Network Solutions, Inc.



Notary Public





## Schedule I

1. Trademark for "FOODLER", U.S. Serial Number 77717649 and U.S. Registration Number 3857730, with a registration date of December 19, 2016.
2. Trademark for "FOODLER", U.S. Serial Number 4908388 and U.S. Registration Number 86704243, with a registration date of March 1, 2016.
3. Trademark for "FOODLERBUCKS" U.S. Serial Number 87219773, filed on October 28, 2016 and currently awaiting examination.
4. The following domain names:

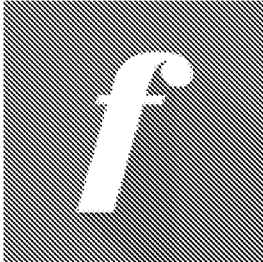
foodler.info  
foodier.com  
cookincafeandgrill.com  
cookingcafeandgrill.com  
cookincafeandgrille.com  
cookingcafeandgrille.com  
ad-networksolutions.com  
foodlers.com  
charliespizzaandcafe.com  
besthousepizza.com  
everydaythaichicago.com  
foodler.biz  
foodler.co  
foodler.us  
foodleronline.com  
foodlersite.com  
foodlerstore.com  
myfoodler.com  
newfoodler.com  
thefoodler.com  
foodlar.com  
foodlor.com  
foodlur.com  
supremepizzaboston.com  
charlescaryout.com  
chinaexpressatlanta.com  
pizza-21.com  
spiceandricetogo.com  
pleasantpizza.com  
angoracafetoo.com  
pizzhazel.com  
iclickfood.com  
americanwingsnpizza.com  
pizzaqueen-prov.com  
daiohsushi.com  
nathans-chicago.com  
carmens-pizza.com

pekingchinesekitchen.com  
supremehouseofpizza.com  
charliespizzacafe.com  
kayugaboston.com  
hochoichinese.com  
andaluscafe.com  
bothaicafe.com  
luckyfortunechinese.com  
foodlr.com  
foolder.com  
cafeanatolia.us  
dominos-ma.com  
dominosma.com  
planetpizzaandsubs-md.com  
harvardpizza.com  
siamhydepark.com  
nanschicago.com  
nickychinese.com  
foodler.com  
fdlrcdn.com  
foodler.ca  
foodler.org

5. Stylized version of the FOODLER trademark.

A stylized, lowercase, italicized font for the word "foodler". The letters are closely spaced and have a slightly slanted, cursive-like appearance.

6. Stylized F used as the app icon.



7. Stylized F\$ logo used in connection with FoodlerBucks.



8. Software modules to run Foodler's service, which include Foodler server (the "Foodler Server"), Foodler iOS app, and Foodler Android app. The Foodler Server



maintains and manages the accounts for all Foodler users and restaurants. The Foodler Server enables users of Foodler's web site or apps to view restaurant menus and place orders. The Foodler Server charges user credit cards (through payment processing services) and transmits orders to restaurants. The Foodler Server allows Foodler's customer service personnel to make adjustments for particular orders when necessary. The Foodler Server also calculates restaurant payments and produces payment files and statements for Foodler's restaurants on a regular basis.

The Foodler Android app runs on devices using the Android operating system (primarily phones and tablets) and allows users to access their Foodler accounts, view restaurant menus and place orders.

9. Application for United States Letter Patent filed June 18, 2012 with application number 13525720 titled "Food Recommendation Based on Order History" (denied).

10. Software:

Amazon Linux 2016.09 (with all the packages included in the standard distribution)

Ubuntu 12.04 (with packages included in ami-3fec7956)

Ubuntu 14.04 (with packages included in ami-d05e75b8)

CentOS 7 (with packages included in ami-61bbf104)

CentOS 6.5 (with packages included in ami-8997afe0)

Java 1.8.0\_102

Scala 2.12

Tomcat 7.0.73

PostgreSQL 9.5.4

Ruby 2.0.0p648

Perl 5.16.3

Hylafax 6.0.6

Asterisk 13.6.0

FreeSWITCH 59bdbc

OpenVPN 2.0.24 via ami-b62d20de

bitcoind 0.12.0

git 2.11.0

GlusterFS 3.5.3

Gradle 3.4.1

Maven 3.3.9

ImageMagick 6.7.8-9

Compass 1.0.3

UglifyJS 2.4.10

Java libraries as follows:

com.typesafe.zinc:zinc:0.3.13

com.google.guava:guava:21.0

com.google.api-ads:ads-lib-axis:1.34.0

com.google.api-ads:adwords-axis:1.34.0

com.hazelcast:hazelcast-hibernate4:3.4  
com.heartland:gateway:2015.6.24  
com.itextpdf:itextpdf:5.3.3  
com.jsuereth:scala-arm\_2.12:2.0  
com.maxmind.geoip:geoip-api:1.2.9  
com.metaparadigm:json-rpc:1.0.clean  
com.mchange:c3p0:0.9.5.2  
com.notnoop.apns:apns:1.0.0.Beta6  
com.sun.media.jai:jai\_core:1.1.3  
com.teleatlas:ezlocate:2007.5.10  
com.worldpay:gateway:2013.9.4  
com.youcruit:gcm-server:1.0.3-1  
commons-io:commons-io:2.4  
io.netty:netty-all:4.0.21.Final  
javax.mail:mail:1.4.7  
jfree:jfreechart:1.0.  
jmimemagic:jmimemagic:0.1.0  
log4j:log4j:1.2.17  
net.sf.ehcache:ehcache-core:2.5.1  
net.sf.jopt-simple:jopt-simple:3.2  
org.apache.commons:commons-lang3:3.3.2  
org.apache.commons:commons-math3:3.2  
org.hibernate:hibernate-c3p0:4.1.6.Final  
org.hibernate:hibernate-core:4.1.6.Final  
org.javassist:javassist:3.18.2-GA  
org.jsoup:jsoup:1.7.3  
org.ostermiller:utils:1.06.00  
org.scala-lang:scala-library:2.12.1  
org.slf4j:slf4j-simple:1.6.4  
org.typelevel:cats\_2.12:0.9.0  
org.xhtmlrenderer:core-renderer:R8  
org.yaml:snakeyaml:1.1  
com.bugsnap:bugsnag:2.0.0  
org.jruby:jruby-complete:1.6.1  
jaxen:jaxen:1.1.1  
com.lowagie:itext:2.0.8  
com.hazelcast:hazelcast:3.4.8  
org.hibernate:hibernate-search-engine:4.1.1.Final  
org.hibernate:hibernate-search-orm:4.1.1.Final  
com.braintreepayments.gateway:braintree-java:2.68.0  
org.apache.solr:solr-core:3.5.0  
org.apache.solr:solr-solrj:3.5.0  
com.google.zxing:core:2.1  
com.google.zxing:javase:2.1  
javax.servlet:javax.servlet-api:3.0.1  
javax.servlet.jsp:jsp-api:2.2

javax.websocket:javax.websocket-api:1.0  
org.apache.tomcat:tomcat-catalina:7.0.73  
org.apache.tomcat:tomcat-coyote:7.0.73  
struts:struts:1.2.8  
javax.servlet:jstl:1.2  
org.apache.tomcat:tomcat-jasper:7.0.73  
org.apache.tomcat:tomcat-coyote:7.0.73  
org.apache.taglibs:unstandard:1.0.N20060829  
org.postgresql:postgresql:42.0.0 (This is the JDBC driver, not PostgreSQL itself)  
com.googlecode.junit-toolbox:junit-toolbox:2.2  
junit:junit:4.12