TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dashed, Inc.		08/23/2017	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Foodler Acquisition LLC
Street Address:	1065 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86700128	DASHED

CORRESPONDENCE DATA

Fax Number:

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.

Email:	jordan.lavine@flastergreenberg.com
Correspondent Name:	JORDAN A. LAVINE
Address Line 1:	1835 Market Street
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Jordan LaVine
SIGNATURE:	/jordan lavine/
DATE SIGNED:	10/04/2017

Total Attachments: 7

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OP $40.00 86700128

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), is entered into as of August 23, 2017, by and between Dashed, Inc., a Massachusetts 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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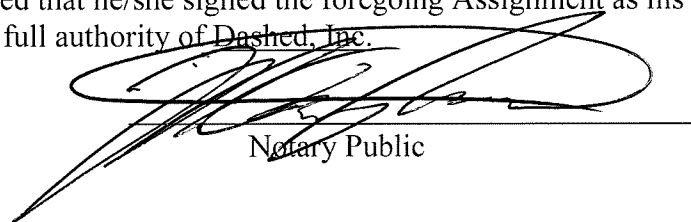IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.
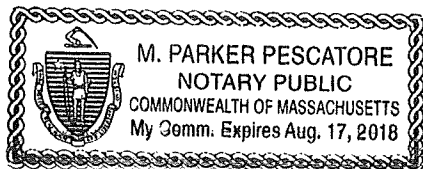
ASSIGNOR:

DASHED, INC.

By: _____

Name: Philip Dumontet

Title: President

COMMONWEALTH

~~STATE~~ OF Massachusetts)

) SS.

COUNTY OF Suffolk)

       On this 2nd day of August 2017, there appeared before me <u>Philip Dumontet, President</u>, 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 Dashed, Inc.

_____
Notary Public

M. PARKER PESCATORE
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Aug. 17, 2018
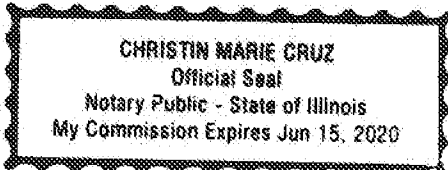
BUYER:

FOODLER ACQUISITION LLC

By: _____
Name: Adam DeWitt
Title: Chief Financial Officer and Treasurer

STATE OF Illinois   )
) SS.
COUNTY OF Cook   )

      On this 10TH day of July, there appeared before me <u>Adam DeWitt, Chief Financial Officer and Treasurer</u>, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of <u>Foodler Acquisition LLC</u>.

_____
Notary Public

Signature Page to Intellectual Property
Assignment

Schedule I

1.   Trademark for "DASHED", U.S. Serial Number 86700128 and U.S. Registration Number 4904973 with a registration date of February 23, 2016.

2.   Domain name "dashed.com", registered in the name of Philip Dumontet.

3.   Dashed logo (the intersecting orange triangles)

4.   Software modules including Dashed driver iOS app, Dashed driver Android app. The Dashed Driver app enables contracted Dashed drivers to accept and complete Dashed delivery orders. Each driver is provided with a unique driver user name and 4 digit password to sign on. New order notifications appear on the app, and the driver can choose to accept or decline the job. The app provides pickup information to the driver (order number, restaurant location, order contents), as well as customer delivery information, so that the deliveries can be completed. Quick access to Zello, a walkie talkie system between the driver and the dispatch office, is provided. The driver can choose which map platform he/she prefers for routing to the restaurant or customer: Apple Maps, Google Maps, or Waze. The app also allows the driver to see number of deliveries made in the previous 2 weeks, and their current driver rating.

5 .   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 59bdbec
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.bugsnag: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

TRADEMARK