

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foodler Acquisition LLC		11/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GrubHub Holdings Inc.		
Street Address:	1065 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3857730	FOODLER	
Registration Number:	4908388	FOODLER	
Registration Number:	5217907	FOODLERBUCKS	
Registration Number:	4904973	DASHED	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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:	11/02/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS Trademark Assignment (“Assignment”) is dated as of November 1, 2017 by and between Foodler Acquisition LLC, having an address of 1065 Avenue of the Americas New York, New York 10018 (“Assignor”) and GrubHub Holdings Inc. having an address of 1065 Avenue of the Americas New York, New York 10018 (“Assignee”).

WHEREAS, Assignor owns the trademarks set forth on the Schedule of Trademarks attached hereto and incorporated herein by this reference, including all common law trademark rights in the marks and any applications and registrations therefor throughout the world (the “Marks”);

WHEREAS, Assignee desires to acquire the Marks and Assignor desires to sell, transfer, convey and assign the Marks to Assignee.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all right title, and interest in and to the Marks together with the goodwill associated with the Marks, including any trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office and any other agency having jurisdiction over the ownership of the Marks, including all foreign trademark offices.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

ASSIGNEE

Foodler Acquisition LLC

GrubHub Holdings Inc.

By: Maggie Drucker
DocuSigned by: 8F642E6EE9A642E

By: Maggie Drucker
DocuSigned by: 8F642E6EE9A642E

Name: Maggie Drucker

Name: Maggie Drucker

Title: General Counsel and Secretary

Title: General Counsel and Secretary

SCHEDULE OF TRADEMARKS

FOODLER, Reg. No. 3,857,730

FOODLER, Reg. No. 4,908,388

FOODLERBUCKS, Reg. No. 5,217,907

DASHED, Reg. No. 4,904,973