

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Google LLC		03/02/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Infatuation Inc.		
Street Address:	424 Broadway, 5th FL.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	74684601		
Serial Number:	77977772	Z	
Serial Number:	77186067	Z	
Serial Number:	87258962	Z	
Serial Number:	74611148	ZAGAT	
Serial Number:	85979756	ZAGAT	
Serial Number:	87258957	ZAGAT	
CORRESPONDENCE DATA			
Fax Number:	3129855578		
<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:	312-985-5908		
Email:	ipdocket@clarkhill.com		
Correspondent Name:	Adam J. Fromm		
Address Line 1:	130 East Randolph St., Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Adam J. Fromm		
SIGNATURE:	/Adam J. Fromm/		
DATE SIGNED:	05/02/2018		

OP \$190.00 74684601

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Agreement**") dated as of March 2, 2018, is entered into by and between Google LLC, a Delaware limited liability company ("**Google**") and The Infatuation Inc., a Delaware corporation ("**Infatuation**"), collectively referred to herein as the "**Parties**".

WHEREAS, the Parties have entered into that certain Asset Transfer and License Agreement (the "**Asset Transfer Agreement**"), dated as of the date hereof, pursuant to which Google transferred, sold and conveyed to Infatuation the Assigned Trademarks and the goodwill of the business symbolized thereby;

WHEREAS, pursuant to the Asset Transfer Agreement, the Parties have agreed that Google shall assign and transfer to Infatuation, by appropriate instruments of conveyance, all of Google's right, title and interest in and to the trademarks set forth in Schedule A attached hereto (the "**Assigned Trademarks**").

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Transfer Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Google hereby assigns and transfers to Infatuation and its successors, assigns and legal representatives all of Google's right, title and interest, whether statutory or at common law, in and to (i) the Assigned Trademarks, (ii) all the goodwill of the business symbolized thereby in the United States and in all countries throughout the world, and (iii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Google's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.
2. Further Assurances. Subject to the Asset Transfer Agreement, each of Google and Infatuation agrees that it will use reasonable best efforts to perform any additional acts that may be reasonably necessary to implement the assignment and transfer to Infatuation of the Assigned Trademarks and the acceptance by Infatuation of the Assigned Trademarks.
3. Authorization. Google does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Assigned Trademarks and title thereto as the property of Infatuation, its successors, assigns or legal representatives in accordance with the terms of this instrument.
4. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, regardless of laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

GOOGLE LLC

By: 

Printed Name: Kenneth H. Yi

Title: Assistant Secretary

ACKNOWLEDGEMENT

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 _____

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Please see attached acknowledgment form.

ACKNOWLEDGMENT

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 Santa Clara

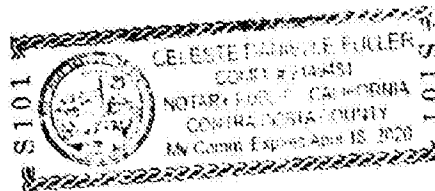
On February 28, 2018 before me, Celeste Danielle Fuller, Notary Public
(insert name and title of the officer)

personally appeared Kenneth H. Yi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Celeste Danielle Fuller (Seal)



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

THE INFATUATION INC.

By:  _____
DocuSigned by:
6508ACE550E8403

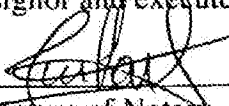
Printed Name: Christopher Stang

Title: President

[Signature Page to Trademark Assignment Agreement]

NOTARIZATION

On this 25th day of April, 2018, before me, the undersigned Notary Public, personally appeared Christopher stang, proved to me through satisfactory evidence of identification, which was/were DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

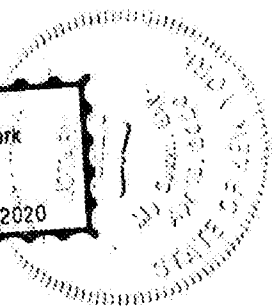


Signature of Notary

(Seal)

My Commission Expires: April 18, 2020

JUAN I MONTAS
Notary Public - State of New York
NO. 01M06340596
Qualified in Queens County
My Commission Expires Apr 18, 2020



[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Assigned Trademarks

Trademark	Country	Application No.	Registration No.	Class	Status
ZAGAT	Argentina	3.142.059	2627611	9	Registered
ZAGAT	Argentina	3.142.058	2627606	20	Registered
ZAGAT	Argentina	3.142.057	2.572.497	25	Registered
ZAGAT	Argentina	3.142.056	2.821.462	35	Registered
ZAGAT	Argentina	3.142.055	2.658.119	41	Registered
ZAGAT	Argentina	3.142.050	2647102	42	Registered
ZAGAT	Argentina	3.142.049	2647104	45	Registered
ZAGAT	Australia	1470102	1470102	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Australia	660300	660300	16	Registered
ZAGAT	Australia	660301	660301	42	Registered
ZAGAT	Australia	660299	660299	9	Registered
ZAGAT	Belarus	20120410	49241	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Benelux	847696	575426	9, 16, 43	Registered
ZAGAT	Brazil	818751894	818751894	9	Registered
ZAGAT	Brazil	818751886	818751886	16	Registered
ZAGAT	Brazil	818751878	818751878	42	Registered
ZAGAT	Brazil	904.598.624		9	Pending
ZAGAT	Brazil	840.052.855	840052855	20	Registered
ZAGAT	Brazil	904.598.659	904598659	35	Registered
ZAGAT	Brazil	904.598.683	904598683	41	Registered
ZAGAT	Brazil	840.052.910		42	Pending
ZAGAT	Brazil	840.052.839	840052839	45	Registered
COLOR BURGUNDY (IN THE FORMAT OF A GUIDE BOOK)	Canada	1071501	TMA571419		Registered
Z Logo (new)	Canada	1813355		9, 35, 42	Pending
ZAGAT	Canada	1071502	TMA589771		Registered
ZAGAT	Canada	1.560.479	TMA898.844	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT Logo (new)	Canada	1813354		9, 16, 20, 35, 42	Pending
ZAGAT	Chile	1041196	1099064	35, 41, 42, 45	Registered
ZAGAT	Chile	475230	904909	9	Registered
ZAGAT	Chile	1041527	1.031.403	9, 20, 25	Registered
ZAGAT	Chile	475231	904908	16	Registered
ZAGAT	Chile	475232	912168	35, 39, 41, 43, 44	Registered
ZAGAT	China	10452231	10452231	38	Registered
ZAGAT	China	4365912	4365912	16	Registered
ZAGAT	China	4365913	4365913	41	Registered
ZAGAT	China	4203479	4203479	35	Registered
ZAGAT	China	10449836	10449836	9	Registered
ZAGAT	China	10449603	10449603	20	Registered
ZAGAT	China	10449835	10449835	35	Registered
ZAGAT	China	10449838	10449838	41	Registered
ZAGAT	China	10449837	10449837	42	Registered
ZAGAT	China	10452232	10452232	45	Registered
ZAGAT	China	4203480	4203480	9	Registered
ZAGAT	China	1529857	1529857	16	Registered
ZAGAT	China	1615863	1615863	42	Registered
ZAGAT Logo (new)	China	22213710		9	Pending
ZAGAT Logo (new)	China	22213709		16	Pending

Trademark	Country	Application No.	Registration No.	Class	Status
ZAGAT Logo (new)	China	22213708		20	Pending
ZAGAT Logo (new)	China	22213707		35	Pending
ZAGAT Logo (new)	China	22213706		42	Pending
ZAGAT SURVEY	China	4203478	4203478	16	Registered
ZAGAT	Croatia	Z20120139A	Z20120139	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Egypt	270027	270027	9	Registered
ZAGAT	Egypt	270028	270028	20	Registered
ZAGAT	Egypt	270029	270029	25	Registered
ZAGAT	Egypt	270030	270030	35	Registered
ZAGAT	Egypt	270031	270031	41	Registered
ZAGAT	Egypt	270032	270032	42	Registered
ZAGAT	Egypt	270033	270033	45	Registered
Z Logo (new)	EUTM	016152795	016152795	9, 35, 42	Registered
ZAGAT	EUTM	001411867	001411867	9, 16, 38	Registered
ZAGAT	EUTM	010592061	010592061	9, 20, 25, 35, 38, 41, 42, 45	Registered
ZAGAT (Stylized)	EUTM	001507623	001507623	16	Registered
ZAGAT Logo (new)	EUTM	016152787	016152787	9, 16, 20, 35, 42	Registered
ZAGAT SURVEY	EUTM	004997664	004997664	9, 16, 38	Registered
COLOR BURGUNDY (IN THE FORMAT OF A GUIDE BOOK)	France	99827431	99827431	16	Registered
ZAGAT	France	95570348	95570348	9, 16, 42	Registered
ZAGAT	Germany	39518278.6	39518278	9, 16, 38	Registered
ZAGAT	Hong Kong	199610977	199608491AA	9	Registered
ZAGAT	Hong Kong	300257409	300257409	35	Registered
ZAGAT	Hong Kong	302147229	302147229	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT SURVEY	Hong Kong	300257418	300257418	16	Registered
ZAGAT	Iceland	146/2012	311/2012	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	India	2269736		9, 20, 25, 35, 41, 42, 45	Pending
ZAGAT	Indonesia	D00 2012 004284	IDM000529029	9, 20, 35, 41, 42, 45	Registered
ZAGAT	Israel	243901	243901	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Israel	98624	98624	9, 16, 42	Registered
ZAGAT	Italy	30201590234699 9	1139574	9, 16, 42	Registered
ZAGAT	Japan	58209/95	3357574	9	Registered
ZAGAT	Japan	58210/95	4396248	16	Registered
ZAGAT	Japan	58211/95	4082886	42	Registered
ZAGAT	Japan	2012-003649	5537516	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Jordan	122150	122150	9	Registered
ZAGAT	Jordan	122772		20	Pending
ZAGAT	Jordan	122373		25	Pending
ZAGAT	Jordan	122372		35	Pending
ZAGAT	Jordan	122156	122156	41	Registered
ZAGAT	Jordan	122152	122152	42	Registered
ZAGAT	Jordan	122153	122153	45	Registered
ZAGAT	Kenya	73900	73900	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Malaysia	2012001492	2012001492	9	Registered
ZAGAT	Malaysia	2012001493	2012001493	20	Registered
ZAGAT	Malaysia	2012001494	2012001494	25	Registered
ZAGAT	Malaysia	2012001495	2012001495	35	Registered
ZAGAT	Malaysia	2012001496	2012001496	41	Registered
ZAGAT	Malaysia	2012001497	2012001497	42	Registered
ZAGAT	Malaysia	2012001498	2012001498	45	Registered
ZAGAT	Mexico	1257106	1355411	9	Registered
ZAGAT	Mexico	1257107	1303044	20	Registered

Trademark	Country	Application No.	Registration No.	Class	Status
ZAGAT	Mexico	1257110	1303045	35	Registered
ZAGAT	Mexico	1257111	1355818	41	Registered
ZAGAT	Mexico	1257112	1303046	42	Registered
ZAGAT	Mexico	1257113	1388676	45	Registered
ZAGAT	Mexico	233923	510628	9	Registered
ZAGAT	Mexico	366455	605674	16	Registered
ZAGAT	Mexico	233924	510629	43	Registered
ZAGAT	Moldova (Republic of)	030499	23357	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Montenegro	Z-2012/34	11136	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	New Zealand	855339	855339	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Norway	201200675	265395	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Norway	1999 12253	205061	9, 16, 39, 41, 42	Registered
ZAGAT	Pakistan	313221		9	Pending
ZAGAT	Pakistan	313222	313222	20	Registered
ZAGAT	Pakistan	313224	313224	25	Registered
ZAGAT	Pakistan	313225	313225	35	Registered
ZAGAT	Pakistan	313226		41	Pending
ZAGAT	Pakistan	313227	313227	42	Registered
ZAGAT	Pakistan	313228	313228	45	Registered
ZAGAT	Peru	95802-99	63537	9	Registered
ZAGAT	Peru	95803-99	63538	16	Registered
ZAGAT	Peru	95804	21451	42	Registered
ZAGAT	Philippines	4-2012-000758	4-2012-000758	9, 20, 35, 41, 42, 45	Registered
ZAGAT	Republic of Korea (South)	45-2012-430	45-45372	9, 20, 35, 41, 42, 45	Registered
ZAGAT	Republic of Korea (South)	95-17037	40-354825	9	Registered
ZAGAT	Republic of Korea (South)	95-17038	40-350534	16	Registered
ZAGAT	Republic of Korea (South)	1995-4221	41-35465	43	Registered
Z	Russian Federation	2006736106	371332	9, 16, 20, 35, 42, 43	Registered
Z Logo (new)	Russian Federation	2016746621		9, 35, 42	Pending
ZAGAT	Russian Federation	2006736103	352465	9, 16, 20, 35, 42, 43	Registered
ZAGAT	Russian Federation	2012720445	506888	9, 35, 41, 42, 45	Registered
ZAGAT Logo (new)	Russian Federation	2016746623		9, 16, 20, 35, 42	Pending
ZAGAT SURVEY	Russian Federation	2006736105	343785	9, 16, 20, 35, 42	Registered
ZAGAT	Serbia	Z-118/12	64516	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Singapore	T1300523Z	T1300523Z	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Singapore	T95/04034D	T9504034D	9	Registered
ZAGAT	Singapore	T95/04035B	T9504035B	16	Registered
ZAGAT	Singapore	T95/04036J	T9504036J	42	Registered
ZAGAT	South Africa	2012/01326	2012/01326	9	Registered
ZAGAT	South Africa	2012/01327	2012/01327	20	Registered
ZAGAT	South Africa	2012/01328	2012/01328	25	Registered
ZAGAT	South Africa	2012/01329	2012/01329	35	Registered
ZAGAT	South Africa	2012/01330	2012/01330	41	Registered
ZAGAT	South Africa	2012/01331	2012/01331	42	Registered
ZAGAT	South Africa	2012/01332	2012/01332	45	Registered
ZAGAT	Spain	970572	1970637	16	Registered
ZAGAT	Spain	970876	1970638	42	Registered
ZAGAT	Spain	970268	1970636	9	Registered
ZAGAT	Switzerland	10637/1999	476368	9, 16, 38	Registered
ZAGAT	Switzerland	50599/2012	639.881	9, 20, 25, 35, 41, 45	Registered

Trademark	Country	Application No.	Registration No.	Class	Status
ZAGAT	Taiwan	101004092	01546420	9, 20, 25, 35, 41, 42, 45	Registered
ZAGAT	Taiwan	88059228	00930706	9	Registered
ZAGAT	Taiwan	88059229	00925748	16	Registered
ZAGAT	Taiwan	88059230	00136173	42	Registered
ZAGAT	Thailand	833383	TM375305	9	Registered
ZAGAT	Thailand	833384	TM365033	20	Registered
ZAGAT	Thailand	834118	TM355762	25	Registered
ZAGAT	Thailand	833385	SM59252	35	Registered
ZAGAT	Thailand	833386	SM59253	41	Registered
ZAGAT	Thailand	833387	SM59254	42	Registered
ZAGAT	Thailand	833388	SM59255	38	Registered
Z Logo (new)	Tonga	TO/M/16/03268		9, 16, 20, 35, 41, 42	Pending
ZAGAT Logo (new)	Tonga	TO/M/16/03267		9, 16, 20, 35, 41, 42	Pending
ZAGAT	Turkey	2012/09652		9, 20, 25, 35, 41, 42, 45	Pending
ZAGAT	Ukraine	m 2012 01580		9, 20, 25, 35, 41, 42, 45	Pending
ZAGAT	United Arab Emirates	168280	168280	9	Registered
ZAGAT	United Arab Emirates	168281	168281	20	Registered
ZAGAT	United Arab Emirates	168282	168282	25	Registered
ZAGAT	United Arab Emirates	168283	168283	35	Registered
ZAGAT	United Arab Emirates	168284	168284	41	Registered
ZAGAT	United Arab Emirates	168285	168285	42	Registered
ZAGAT	United Arab Emirates	168286	168286	45	Registered
ZAGAT	United Kingdom	UK00002019311	UK00002019311	9, 16, 42, 43	Registered
COLOR BURGUNDY (IN THE FORMAT OF A GUIDE BOOK)	United States of America	74684601	2018827	16	Registered
Z	United States of America	77977772	3700322	35, 39	Registered
Z Logo	United States of America	77186067	3781547	9, 35, 43	Registered
Z Logo (new)	United States of America	87258962		9, 35, 43	Pending
ZAGAT	United States of America	74611148	1972492	9, 16, 42	Registered
ZAGAT	United States of America	85979756	4401828	9, 20, 35, 41, 42, 45	Registered
ZAGAT Logo (new)	United States of America	87258957		16, 20, 35, 43	Pending
ZAGAT	Venezuela	20616/99		9	Pending
ZAGAT	Venezuela	20617/99	P-232.639	16	Registered
ZAGAT	Venezuela	20618/99		38	Pending
ZAGAT	Venezuela	6357-2012		9	Pending
ZAGAT	Venezuela	6358-2012	6358-2012	20	Registered
ZAGAT	Venezuela	6359-2012	6359-2012	25	Registered
ZAGAT	Venezuela	6360-2012	6360-2012	35	Registered
ZAGAT	Venezuela	6361-2012	6361-2012	41	Registered
ZAGAT	Venezuela	6362-2012		42	Pending
ZAGAT	Venezuela	6363-2012	6363-2012	45	Registered
ZAGAT	Vietnam	4-2012-01192	203305	9, 20, 25, 35, 41, 42, 45	Registered