

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495786

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCVNGR, Inc.		10/26/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	One Federal Street, Sixth Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4050829	LEVELUP
Registration Number:	4050830	LEVELUP
Registration Number:	4157145	LEVELUP
Registration Number:	5349934	
Registration Number:	4334897	
Registration Number:	4792157	
Registration Number:	4334895	INTERCHANGE ZERO
Registration Number:	4492022	INTERCHANGE ZERO
Registration Number:	4851512	MAKE IT RAIN
Registration Number:	4182234	SCVNGR
Serial Number:	87432865	LEVELUP

CORRESPONDENCE DATA

Fax Number: 2125215450

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.

Phone: 212-521-5400

Email: NYCIPDocketing@ReedSmith.com

Correspondent Name: Constantin Souris

Address Line 1: 599 Lexington Avenue

Address Line 2: Reed Smith LLP

TRADEMARK

Address Line 4: New York,, NEW YORK 10022

NAME OF SUBMITTER: Constantin Souris

SIGNATURE: /Constantin Souris/

DATE SIGNED: 10/29/2018

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of October 26, 2018, is made by SCVNGR, Inc., a Delaware corporation (the “Grantor”), in favor of Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for each of the Secured Parties.

WHEREAS, GrubHub Holdings Inc., a corporation organized under the laws of the State of Delaware (the “Borrower”) has entered into that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, GrubHub Inc., a corporation organized under the laws of the State of Delaware (the “Parent”), the Lenders from time to time party thereto and the Administrative Agent.

WHEREAS, as a condition precedent to the making of the initial Credit Extension under the Credit Agreement, the Grantor has executed and delivered to the Administrative Agent that certain Security Agreement Supplement, dated as of the date hereof, pursuant to which the Grantor has become a party to that certain Security Agreement, dated as of October 10, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; unless otherwise defined herein, capitalized terms used herein have the meanings provided in the Security Agreement), by and among the Borrower and the Parent in favor of the Administrative Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and collaterally assigns to the Administrative Agent for its benefit and the ratable benefit of each of the Secured Parties, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each of the Secured Parties, a security interest in, all of its right, title and interest in and to the following, wherever located and whether now or hereafter existing or acquired (collectively, the “Intellectual Property Collateral”):
 - (a) all copyrights of the Grantor (including Community designs, copyrights in software and databases and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act)), whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Grantor’s right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule I attached hereto (as such Schedule may be amended or supplemented from time to time), and all

- applications for registration thereof, whether pending or in preparation, all copyright licenses, including each non-ordinary course copyright license referred to in Item B of Schedule I attached hereto (as such Schedule may be amended or supplemented from time to time), the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, all rights to recover for past, present or future infringements thereof and all other rights whatsoever thereunder or pertaining thereto and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Copyright Collateral”);
- (b) (i) all letters patent and applications for letters patent throughout the world, including the inventions and improvements described and claimed therein and each patent and patent application referred to in Item A of Schedule II attached hereto (as such Schedule may be amended or supplemented from time to time); (ii) all patent licenses, including each non-ordinary course patent license referred to in Item B of Schedule II attached hereto (as such Schedule may be amended or supplemented from time to time); (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (i) and (ii) above; and (iv) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule II attached hereto (as such Schedule may be amended or supplemented from time to time), and for breach or enforcement of any patent license, including any non-ordinary course patent license referred to in Item B of Schedule II attached hereto (as such Schedule may be amended or supplemented from time to time), and all rights corresponding thereto throughout the world (collectively, the “Patent Collateral”);
- (c) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, all Internet domain names and associated URL addresses in or to which the Grantor now or hereafter has any right, title or interest, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof (including all renewals thereof) and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule III attached hereto (as such Schedule may be amended or supplemented from time to time); (ii) all Trademark licenses, including each non-ordinary course Trademark license referred to in Item B of Schedule III attached hereto (as such Schedule may be amended or supplemented from time to time); (iii) all reissues, extensions or renewals of any of the items described in clauses (i) and (ii) above; (iv) all of the product lines and goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii) above; and (v) all

proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or non-ordinary course Trademark license referred to in Item B of Schedule III attached hereto (as such Schedule may be amended or supplemented from time to time), or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license; provided that the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of it being included as part of the Trademark Collateral (collectively, the "Trademark Collateral");

- (d) all common law and statutory trade secrets and all other confidential or proprietary information and all know-how obtained by or used in or contemplated at any time for use in the business of the Grantor (including all patent applications in preparation for filing anywhere in the world) (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form (including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses), including each non-ordinary course Trade Secret license referred to in Schedule IV attached hereto (as such Schedule may be amended or supplemented from time to time), and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license (collectively, the "Trade Secrets Collateral");
- (e) any other of the following items: (i) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (ii) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; (iii) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (iv) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (v) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (vi) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Grantor; and (vii) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above;
- (f) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
- (g) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past,

present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Intellectual Property Collateral owned by the Grantor (including, without limitation, any United States Intellectual Property Collateral identified in the applicable Schedules hereto).

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Administrative Agent.
3. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their permitted successors and assigns in accordance with the terms of the Security Agreement.
4. Addresses for Notices. All notices and other communications provided for hereunder shall be made as provided in, and subject to the terms of, Section 11.2 of the Credit Agreement. All notices to the Grantor shall be sent to One Federal Street, Sixth Floor, Boston, Massachusetts 02110 and all notices to the Administrative Agent shall be sent as provided in the Credit Agreement.
5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall each be governed by, and construed in accordance with, the laws of the State of New York.
6. Forum Selection and Consent to Jurisdiction. The Grantor agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent or any other Secured Party or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Grantor or its properties in the courts of any jurisdiction. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in this Section 7.10. The Grantor hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. To the extent that the Grantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through

service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, the Grantor hereby irrevocably waives such immunity in respect of its obligations under this Agreement and the other Loan Documents. The Grantor irrevocably consents to service of process in the manner provided for notices in Section 11.2 of the Credit Agreement at the New York address for such parties set forth therein. Nothing in this Agreement or in any other Loan Document shall affect the right of any party to this Agreement to service process in any other matter permitted by Law.

7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS SUCH PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, ANY LOAN DOCUMENT OR ANY AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY SECURED PARTY OR THE GRANTOR. THE GRANTOR ACKNOWLEDGES AND AGREES THAT THE GRANTOR HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT ENTERING INTO THIS AGREEMENT.
8. Waiver of Certain Claims. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR, ON THE ONE HAND, AND THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES, ON THE OTHER HAND, SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE OTHER PARTY ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY INSTRUMENT CONTEMPLATED HEREBY, ANY CREDIT EXTENSION OR THE USE OR INTENDED USE OF THE PROCEEDS THEREOF.
9. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SCVNGR, INC.

By: _____

Name: Adam DeWitt

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

CITIBANK, N.A.,
as Administrative Agent

By: *Ronald Home*
Name: *Ronald Home*
Title: *Senior Vice President*

Address: Citibank, N.A.

For Notices:

1 Sansome St, 22nd Floor
San Francisco, CA 94104
Attention: Jim Haack
Email: james.haack@citi.com

**SCHEDULE I
INTELLECTUAL PROPERTY**

Item A. Copyrights

Registered Copyrights

None.

Item B. Copyright Licenses

None.

**SCHEDULE II
INTELLECTUAL PROPERTY**

Item A. Patents

Issued Patents

Pat. No.	Country	Issue Date	Title	Owner of Record
9,947,183	United States	Apr. 17, 2018	Payment processing with automatic no-touch mode selection	SCVNGR, Inc.
9,530,289	United States	Dec. 27, 2016	Payment processing with automatic no-touch mode selection	SCVNGR, Inc.
D721,371	United States	Jan. 20, 2015	Code scanner	SCVNGR, Inc.
8,924,260	United States	Dec. 30, 2014	Dynamic ingestion and processing of transactional data at the point of sale	SCVNGR, Inc.
8,844,812	United States	Sep. 30, 2014	Point-of-sale token scanner and related methods	SCVNGR, Inc.
8,838,501	United States	Sep. 16, 2014	Methods and systems for permissions management	SCVNGR, Inc.
8,770,478	United States	Jul. 8, 2014	Payment processing with automatic no-touch mode selection	SCVNGR, Inc.
8,694,438	United States	Apr. 8, 2014	Distributed authenticity verification for consumer payment transactions	SCVNGR, Inc.
8,639,619	United States	Jan. 28, 2014	Secure payment method and system	SCVNGR, Inc.
8,620,790	United States	Dec. 31, 2013	Systems and methods for dynamic transaction-payment routing	SCVNGR, Inc.

Pending Patent Applications

App. No.	Country	Filing Date	Title	Owner of Record
14/103,101	United States	Dec. 11, 2013	Secure Payment Method and System	SCVNGR, Inc.

13/797,287	United States	Mar. 12, 2013	Distributed Authenticity Verification for Consumer Payment Transactions	SCVNGR, Inc.
13/899,760	United States	May 22, 2013	Secure Synchronization of Payment Accounts to Third Party Applications or Websites	SCVNGR, Inc.
15/952,659	United States	Apr. 13, 2018	Payment Processing with Automatic No-Touch Selection	SCVNGR, Inc.
14/227,514	United States	Mar. 27, 2014	Transaction Processing and Management Based on Unrelated Consumer Activity	SCVNGR, Inc.
14/107,677	United States	Dec. 16, 2013	Real-Time Transaction Validity Verification Using Behavioral and Transactional Metadata	SCVNGR, Inc.
14/560,387	United States	Dec. 4, 2014	Dynamic Ingestion and Processing of Transactional Data at the Point of Sale	SCVNGR, Inc.
14/460,628	United States	Aug. 15, 2014	Remote Transaction Processing Using Biometrics	SCVNGR, Inc.
14/307,066	United States	Jun. 17, 2014	Methods and Systems for Permissions Management with Enhanced Security	SCVNGR, Inc.
14/742,248	United States	Jun. 17, 2015	Token-Based Gift Cards	SCVNGR, Inc.
15/389,606	United States	Dec. 23, 2016	Payment System with Item-Level Promotional Campaigns Redeemable Automatically at Point-of-Sale Devices	SCVNGR, Inc.
15/281,835	United States	Sep. 30, 2016	Cross-platform ordering and payment-processing system and method	SCVNGR, Inc.
15/281,840	United States	Sep. 30, 2016	Cross-platform ordering and payment-processing system and method	SCVNGR, Inc.
15/281,851	United States	Sep. 30, 2016	Cross-platform ordering and payment-processing system and method	SCVNGR, Inc.

Item B. Patent Licenses

None.

**SCHEDULE III
INTELLECTUAL PROPERTY**

Item A. Trademarks

Registered Trademarks

Description	Country	Registration Number	Registration Date	Owner of Record
LEVELUP	United States	Reg. 4050829	Nov. 1, 2011	SCVNGR, Inc.
LEVELUP	United States	Reg. 4050830	Nov. 1, 2011	SCVNGR, Inc.
LEVELUP	United States	Reg. 4157145	Jun. 12, 2012	SCVNGR, Inc.
<i>Three square logo</i>	United States	Reg. 5349934	Dec. 5, 2017	SCVNGR, Inc.
<i>Three square logo</i>	United States	Reg. 4334897	May 14, 2013	SCVNGR, Inc.
<i>Design of scanner</i>	United States	Reg. 4792157	Aug. 11, 2015	SCVNGR, Inc.
INTERCHANGE ZERO	United States	Reg. 4334895	May 14, 2013	SCVNGR, Inc.
INTERCHANGE ZERO	United States	Reg. 4492022	Mar. 4, 2014	SCVNGR, Inc.
MAKE IT RAIN	United States	Reg. 4851512	Nov. 10, 2015	SCVNGR, Inc.
SCVNGR	United States	Reg. 4182234	Jul. 31, 2012	SCVNGR, Inc.
LEVELUP	UK	Reg. 3194583	Mar. 24, 2017	SCVNGR, Inc.
<i>Three square logo</i>	UK	Reg. 3194587	Mar. 24, 2017	SCVNGR, Inc.
<i>Three square logo</i>	EU	Reg. 15995608	Mar. 29, 2017	SCVNGR, Inc.
LEVELUP	EU	Reg. 15995566	Feb. 1, 2018	SCVNGR, Inc.

Pending Trademark Applications

Description	Country	Application Number	Application Date	Owner of Record
LEVELUP	United States	Ser. 87432865	May 2, 2017	SCVNGR, Inc.

Item B. Trademark Licenses

None.

**SCHEDULE IV
INTELLECTUAL PROPERTY**

Trade Secret Licenses

None.