

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOCALUP LLC		12/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Groupon Inc.		
Street Address:	600 West Chicago Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4503940	ORDERUP	
Registration Number:	5107817	ORDERUP	
Registration Number:	5107818	ORDERUP	
Registration Number:	5107803	ORDERUP	
Registration Number:	5011700	ORDERUP	
Registration Number:	5107807	ORDERUP	
Registration Number:	5107804	ORDERUP	
Registration Number:	5107805	ORDERUP	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
<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:	312.456.8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	156688.013800		

CH \$215.00 4503940

NAME OF SUBMITTER:	Jacqueline V. Brousseau
SIGNATURE:	/Jacqueline V. Brousseau/
DATE SIGNED:	12/12/2018
Total Attachments: 3 source=orderup assignment#page1.tif source=orderup assignment#page2.tif source=orderup assignment#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into between **LOCALUP LLC**, a Delaware limited liability company having an address at 3500 Boston Street, Suite 432, Baltimore, Maryland 21224 ("Assignor"), and **GROUPON INC.**, a Delaware corporation having an address at 600 West Chicago Avenue, Chicago, Illinois 60654 ("Assignee").

WHEREAS, Assignor began operating a business several years ago and, in connection therewith, began using the trademark and service mark ORDERUP, which mark is now the subject of several U.S. trademark registrations as identified on attached Exhibit A (collectively, the "Trademarks");

WHEREAS, Assignor has transferred its various business interests to Assignee, and Assignee has been operating the business and using the Trademarks ever since the transfer; and

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to the Trademarks, including, without limitation, any and all common law rights thereto, the goodwill of the business symbolized by, and any and all U.S. trademark registrations and/or applications covering same, including but not limited to the U.S. trademark registrations identified in the attached Exhibit A.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated therewith, Assignor further assigns to Assignee the rights to police, monitor and enforce the Trademarks and any associated registrations against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Agreement, together with any and all further privileges in the United States and throughout the world to use, own, and/or register the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it owns all right, title and interest in and to the Trademarks, their goodwill and registration(s), and it has the full right to convey all of same by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

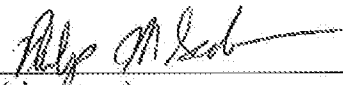
Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Trademark Office, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, their goodwill and registration(s).

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States or any similar such official, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, in Assignee's name, and/or to Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

In WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed on this 12 day of December, 2018.

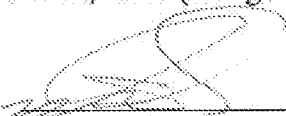
LOCALUP LLC (Assignor)

By: 
(signature)

Printed Name: Philip Seabreeze

Title: Director

GROUPON, INC. (Assignee)

By: 
(signature)

Printed Name: Matt Miller

Title: VP Deputy General Counsel

EXHIBIT A

TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country
ORDERUP	85/689,003	7/27/2012	4,503,940	4/1/2014	US
ORDERUP	86/823,272	11/17/2015	5,107,817	12/27/2016	US
ORDERUP	86/823,279	11/17/2015	5,107,818	12/27/2016	US
ORDERUP	86/820,901	11/16/2015	5,107,803	12/27/2016	US
ORDERUP	86/820,907	11/16/2015	5,011,700	8/2/2016	US
ORDERUP	86/821,108	11/16/2015	5,107,807	12/27/2016	US
ORDERUP	86/820,913	11/16/2015	5,107,804	12/27/2016	US
ORDERUP	86/820,918	11/16/2015	5,107,805	12/27/2016	US