

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doorganics, LLC		11/22/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	GRUBMARKET, INC.		
Street Address:	1925 Jerold Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94124		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4907469	DOORGANICS	
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:	trademarks@wsgr.com		
Correspondent Name:	Chelsea E. Carbone		
Address Line 1:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 2:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	54863.900		
NAME OF SUBMITTER:	Chelsea E. Carbone		
SIGNATURE:	/Chelsea E. Carbone/		
DATE SIGNED:	12/11/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**"), effective as of November 22, 2019, is made and entered into by and between Doorganics, LLC, a Michigan limited liability company, with an address at 724 Crofton SE, Grand Rapids, MI 49507 (the "**Assignor**"), and GRUBMARKET, INC., a Delaware corporation authorized to do business in California, with an address at 1925 Jerold Avenue, San Francisco, California 94124 (the "**Assignee**") (each a "**Party**," and collectively, the "**Parties**"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the (a) owner of each of the patents and patent applications set forth on Schedule I hereto (the "**Patents**"); (b) owner of each of the copyrights and the copyright registrations and applications set forth on Schedule II hereto (the "**Copyrights**"); (c) owner of each of the trademarks and trademark registrations and applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule III hereto (the "**Trademarks**"); and (d) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule IV hereto and the domain name registrations therefor (the "**Domain Names**") (the Patents, Copyrights, Trademarks and Domain Names, collectively, the "**Purchased Intellectual Property**");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of November 22, 2019, by and between Assignor and Assignee and certain other parties (the "**Purchase Agreement**"), pursuant to which Assignee has agreed to purchase the Purchased Assets from Assignor, including all right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Effective at the Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof.

2. **Registrant Name Change Agreement.** Within thirty (30) days following the Closing, Assignor shall (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "**Registering Authority**"); (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority; and (c) take any further actions in accordance with the policies

and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

3. **Further Assurances.**

(a) Without limiting Section 2, Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Purchased Intellectual Property, including without limitation, in the (i) preparation and prosecution of any application for registration of the Purchased Intellectual Property, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Purchased Intellectual Property, including testifying as to any facts relating to the Purchased Intellectual Property and this Assignment.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Sections 1 or 2, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

4. **Due Authorization.** Assignor hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee.

5. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware.

6. **Counterparts.** This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized officers as of the day and year first above written.

ASSIGNOR:

DOORGANICS, LLC

By: _____

Name: James Michael Hughes II

Title: Managing Member

ASSIGNEE:

GRUBMARKET, INC.

By: _____

Name: Mike Xu

Title: Chief Executive Officer

TRADEMARK

REEL: 006813 FRAME: 0807

SCHEDULE I

PATENTS

None

SCHEDULE II

COPYRIGHTS

None

SCHEDULE III

TRADEMARKS

Trademark: DOORGANICS (name)