

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/02/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Google LLC		10/05/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Infatuation Inc.		
Street Address:	424 Broadway		
Internal Address:	5th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2584308	ZAGAT.COM	
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:	afromm@clarkhill.com		
Correspondent Name:	Clark Hill PLC		
Address Line 1:	130 East Randolph Street		
Address Line 2:	Suite #3900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	93756/431451		
NAME OF SUBMITTER:	Adam J. Fromm		
SIGNATURE:	/Adam J. Fromm/		
DATE SIGNED:	10/05/2021		
Total Attachments: 2			
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***NUNC PRO TUNC* TRADEMARK ASSIGNMENT AGREEMENT**

This *Nunc Pro Tunc* Trademark Assignment Agreement (“***Nunc Pro Tunc Agreement***”) dated *nunc pro tunc* 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 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 (as defined below) and the goodwill of the business symbolized thereby;

WHEREAS, pursuant to the Asset Transfer Agreement, the Parties 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**”);

WHEREAS, the Parties seek to add United States Registration Number 2584308 for ZAGAT.COM to the list of Assigned Trademarks.

NOW, THEREFORE, in consideration of the promises 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, the Parties agree as follows:


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) United States Registration Number 2584308 for ZAGAT.COM, (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 United States Registration Number 2584308 for ZAGAT.COM and the acceptance by Infatuation of United States Registration Number 2584308 for ZAGAT.COM.
3. Authorization. Google does hereby authorize the Director of the United States Patent & Trademark Office to record United States Registration Number 2584308

for ZAGAT.COM 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 *Nunc Pro Tunc* 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 *Nunc Pro Tunc* 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.

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


Google LLC

By: BD293152930A42D...

Printed Name: Scott Ceresia_____

Title: Trademark Counsel_____

The Infatuation Inc.

By: B5469CE556EB463...

Printed Name: Chris Stang_____

Title: Co-Founder and CEO_____