

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eat24, LLC		12/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grubhub Holdings Inc.		
<b>Street Address:</b>	1065 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4470847	EAT24	
<b>Registration Number:</b>	4991292	HANGRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	Jordan A. LaVine		
<b>Address Line 1:</b>	100 Front Street, Suite 100		
<b>Address Line 4:</b>	Conshohocken, PENNSYLVANIA 19428		
<b>NAME OF SUBMITTER:</b>	Jordan A LaVine		
<b>SIGNATURE:</b>	/jordan lavine/		
<b>DATE SIGNED:</b>	12/07/2021		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** ("Agreement") is made and entered into as of December 1, 2021, by and between Eat24, LLC, a Delaware limited liability company ("Assignor") and Grubhub Holdings Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the trademarks set forth on Schedule A attached hereto and incorporated herein by this reference, including all common law trademark rights in the marks and any applications and registrations therefor throughout the world (the "Marks");

WHEREAS, Assignee desires to acquire the Marks and Assignor desires to sell, transfer, convey and assign the Marks to Assignee.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all right title, and interest in and to the Marks together with the goodwill associated with the Marks, including any trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office and any other agency having jurisdiction over the ownership of the Marks, including all foreign trademark offices.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

EAT24, LLC

By: Maggie Drucker  
Name: Maggie Drucker  
Title: Chief Legal Officer

**ASSIGNEE**

GRUBHUB HOLDINGS INC.

By: Adam Patnaude  
Name: Adam Patnaude  
Title: Chief Financial Officer