

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diningin LLC		12/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Grubhub Holdings Inc.		
Street Address:	1065 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3405132	DININGIN	
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:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	100 Front Street, Suite 100		
Address Line 4:	Conshohocken, PENNSYLVANIA 19428		
NAME OF SUBMITTER:	Jordan LaVine		
SIGNATURE:	/jordan lavine/		
DATE SIGNED:	12/07/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Agreement") is made and entered into as of December 1, 2021, by and between Diningin 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:

DININGIN 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