

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KMLee Investments, Inc.		06/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Grubhub Holdings Inc.		
Street Address:	111 W Washington St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4836443	EAT OUT IN	
Registration Number:	2813193	WAITERS ON WHEELS	
Registration Number:	2821372	YOUR FAVORITE RESTAURANT NOW DELIVERS	
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:	Suite 100, 100 Front Street		
Address Line 4:	Conshohocken, PENNSYLVANIA 19428		
NAME OF SUBMITTER:	Jordan LaVine		
SIGNATURE:	/jordan lavine/		
DATE SIGNED:	06/14/2023		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (“Agreement”) is made and entered into as of June 13, 2023, by and between KMLee Investments, Inc., a Delaware corporation (“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:

KMLEE INVESTMENTS, INC.

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

ASSIGNEE

GRUBHUB HOLDINGS INC.

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

SCHEDULE A

Mark	Owner	Country	Reg. No.
EAT OUT IN	KMLee Investments, Inc.	USA	4,836,443
WAITERS ON WHEELS	KMLee Investments, Inc.	USA	2,813,193
YOUR FAVORITE RESTAURANT NOW DELIVERS	KMLee Investments, Inc.	USA	2,821,372