

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enjoy Technology, Inc.		08/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Asurion, LLC		
Street Address:	140 11th Avenue North		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4846738	ENJOY	
Registration Number:	4846737	ENJOY	
Registration Number:	4875930	ENJOY EXPERT	
Registration Number:	4875927	ENJOY EXPERT	
Registration Number:	4875929	ENJOY EXPERT	
Registration Number:	5897602	THE SMART LAST MILE	
Registration Number:	5758306	UP&RUNNING	
CORRESPONDENCE DATA			
Fax Number:	6152591470		
<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:	6152591450		
Email:	trademarks@arlaw.com		
Correspondent Name:	Edward Playfair		
Address Line 1:	1600 West End Avenue		
Address Line 2:	Suite 1400		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	612194-4		
NAME OF SUBMITTER:	Edward Playfair		
SIGNATURE:	/Edward Playfair/		

CH \$190.00 4846738

DATE SIGNED:	10/10/2023
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Total Attachments: 9

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- source=Trademark Assignment Agreement - Enjoy Technology#page2.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of August 31, 2022, is made by Enjoy Technology, Inc., a Delaware corporation, (“Assignor”) in favor of Asurion, LLC, a Delaware limited liability company (“Assignee”), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated as of July 25, 2022, by and between Assignee, Assignor and the other parties thereto, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of August 1, 2022, by and between Assignee, Assignor and the other parties thereto, and as amended by that certain Second Amendment to Asset Purchase Agreement, dated as of August 28, 2022, by and between Assignee, Assignor and the other parties thereto (the “Purchase Agreement”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on the attached Schedule 1 and the listed registration therefor (the “Trademarks”);

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement, pursuant to which Assignor has agreed to assign to Assignee the Trademarks, along with the goodwill pertaining thereto and associated therewith, as the successor in interest to that portion of Assignor’s business associated with the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to Assignor’s Trademarks, along with the goodwill pertaining thereto and associated therewith, as the successor in interest to that portion of Assignor’s business.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, together with the goodwill pertaining thereto and associated therewith, and symbolized by, the Trademarks, including:

(a) the trademarks and trademark registrations set forth on Schedule 1, including all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to

effect, evidence or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

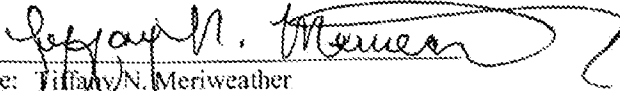
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ENJOY TECHNOLOGY, INC.

By: 
Name: Tiffany N. Meriweather
Title: Chief Legal Officer and Corporate Secretary

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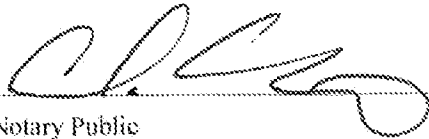
[Signature page to Trademark Assignment Agreement]

STATE OF New York)

COUNTY OF New York)

Before me, Candace Clinton
Notary Public of the state and county aforesaid,
personally appeared Tiffany W. Meriwether with whom I am personally acquainted,
or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself herself
to be president (or other officer authorized to execute the instrument) of Enjoy Technology, Inc.,
the within named bargainor, a corporation, and that he as such Chief legal officer executed the
foregoing instrument for the purpose therein contained, by signing the name of the corporation by
himself as Tiffany W. Meriwether, Chief legal officer and Corporate Secretary
herself

Witness my hand and seal, at office in New York, this 31st day of August, 2022.


Notary Public

My Commission Expires:

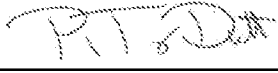
7/23/2024

Registration No. 01CLL626620

[Signature page to Trademark Assignment Agreement]

AGREED TO AND ACCEPTED:

ASURION, LLC




By:  _____




Name: Roger Anthony Detter




Title: Chief Executive Officer

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country of Registration	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Liens
Canada	THE SMART LAST MILE	2192188 June 17, 2022	N/A	Pending	N/A
Canada	THE SMART LAST MILE	1963527 May 16, 2019	N/A	Pending	N/A
Canada	UP&RUNNING	1930622 November 15, 2018	N/A	Pending	N/A
European Union	ENJOY 	018367770 January 4, 2021	018367770 August 2, 2021	Registered	N/A
European Union	ENJOY 	013141891 August 4, 2014	013141891 December 26, 2014	Registered	N/A
European Union	ENJOY EXPERT	018367768 January 4, 2021	018367768 July 28, 2021	Registered	N/A
European Union	ENJOY EXPERT	014320576 July 1, 2015	014320576 November 20, 2015	Registered	N/A
European Union	UP&RUNNING	017985454 November 15, 2018	017985454 January 8, 2020	Registered	N/A
China	ENJOY	15606590 October 30, 2014	15606590 June 21, 2016	Registered	N/A
China	ENJOY & Design (black/white) 	15606586 October 30, 2014	15606586 June 21, 2016	Registered	N/A

Country of Registration	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Liens
Japan	ENJOY	2014081332 September 26, 2014	5792388 September 11, 2015	Registered	N/A
Japan	ENJOY & Design (black/white) 	2014080923 September 25, 2014	5782062 July 31, 2015	Registered	N/A
South Korea	ENJOY & Design (black/white) 	4120140043590 October 23, 2014	410335888 October 23, 2015	Registered	N/A
Turkey	ENJOY & Design (lower j - orange) 	2021057753 April 9, 2012		Pending	N/A

Country of Registration	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Liens
United Kingdom	ENJOY & Design (lower j - orange) 	3545053 October 16, 2020	UK00003545053 March 26, 2021	Registered	N/A
United Kingdom	ENJOY & Design (lower j - orange) 	00913141891 August 4, 2014	K00913141891 December 26, 2014	Registered	N/A
United Kingdom	ENJOY EXPERT	3545075 October 16, 2020	UK00003545075 February 19, 2021	Registered	N/A
United Kingdom	ENJOY EXPERT	00914320576 July 1, 2015	UK00914320576 November 20, 2015	Registered	N/A
United Kingdom	UP&RUNNING	00917985454 November 15, 2018	UK00917985454 January 8, 2020	Registered	N/A
United States	ENJOY 	86193406 February 13, 2014	4846738 November 3, 2015	Registered	N/A
United States	ENJOY	86193360	4846737 November 3, 2015	Registered	N/A

Country of Registration	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Liens
		February 13, 2014			
United States	ENJOY EXPERT	86545474 February 25, 2015	4875930 December 22, 2015	Registered	N/A
United States	ENJOY EXPERT	86545462 February 25, 2015	4875927 December 22, 2015	Registered	N/A
United States	ENJOY EXPERT	86545468 February 25, 2015	4875929 December 22, 2015	Registered	N/A
United States	THE SMART LAST MILE	87362187 March 7, 2017	5897602 October 29, 2019	Registered	N/A
United States	UP&RUNNING	87509685 June 28, 2017	5758306 May 21, 2019	Registered	N/A

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