

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Feastly (assignment for the benefit of creditors), LLC		12/07/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Credible, Inc.		
Street Address:	32 Page Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5490458	FEASTLY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	062169-0000		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/10/2018		
Total Attachments: 9			
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OP \$40.00 5490458

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EXHIBIT 9.1 (c)

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (the "Assignment") is made as of December 7, 2018 (the "Effective Date"), by and between Feastly (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Feastly, Inc. (the "Seller"), and Credible, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of December 7, 2018, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, on December 7, 2018, Feastly, Inc. executed a General Assignment for the Benefit of Creditors (the "General Assignment") in favor of Seller, pursuant to which Feastly, Inc. assigned all of its assets to Seller, including all patents, copyrights, trademarks and trade names, and URLs or related website rights of Feastly, Inc.; and

WHEREAS, pursuant to the General Assignment, Seller has the power and authority to dispose of all tangible and intangible property of Feastly, Inc. transferred to Seller pursuant to the General Assignment.

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller hereby irrevocably conveys, assigns and transfers to Buyer, and Buyer hereby accepts, all right, title and interest of Seller in and to the following:

(a) any and all intellectual property (including all patents, copyrights, trademarks and trade names, and URLs or related website rights) of Feastly, Inc. that was transferred to Seller under the General Assignment, including the intellectual property set forth in **Schedule A** hereto (the "Assigned IP");

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

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, 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. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under the Assigned IP.

3. Seller hereby acknowledges and agrees that from and after the date hereof, as between the parties, Buyer shall be the exclusive owner of the Assigned IP. Seller hereby authorizes and requests the United States Patent and Trademark Office and all other relevant governmental or domain name registrars to record Buyer as the assignee and owner of the Assigned IP.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. Following the date hereof, Seller shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Buyer 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, record, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

6. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

8. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~
County of Santa Clara

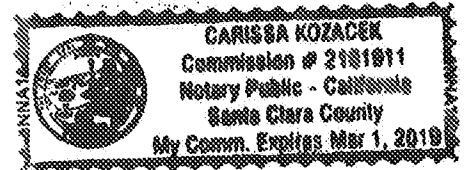
On December 4, 2018 before me, Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael A. Mady
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carissa Kozacek (Seal)



IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

SELLER:

Feastly (assignment for the benefit of creditors),
LLC, solely as assignee for the benefit
of creditors of Feastly, Inc.

By: _____

Its: _____

BUYER:

Credible, Inc.

Richard Martinez

By: _____

Its: CEO _____

TRADEMARK

REEL: 006546 FRAME: 0602

ACKNOWLEDGMENT

State of California
County of San Francisco

On 12-7-18 before me, John Anthony Cavalli, Notary Public

(insert name and title of the officer)

personally appeared Richard Maggiotto
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Schedule A

Trademarks

FEASTLY

Word Mark FEASTLY

Goods and Services IC 035, US 100 101 102, G & S: Providing a website enabling independent rating and reviews of other business for commercial purposes concerning consumer information about private chefs and dining experiences; Promotional services, namely, promoting chefs, dining menus, and private dining experiences; Promotional services, namely, promoting the goods of others by means of providing online restaurant menus; Providing a website featuring the ratings, reviews, and recommendations posted by consumers on chefs and private dining experiences for commercial purposes; Providing online business directories featuring private chefs; Advertising services, namely, promoting the services of private chefs and cooks; Promotional services, namely, promoting the services of others by providing online dining menus, availability, pricing, and other private dining information; Promoting the goods and services of others by providing an online platform featuring user generated and user submitted content. FIRST USE: 20111100, FIRST USE IN COMMERCE: 20111100

IC 041, US 100 101 107, G & S: Special event planning for social entertainment purposes. FIRST USE: 20111100, FIRST USE IN COMMERCE: 20111100

IC 042, US 100 101, G & S: Providing a website featuring technology enabling users to connect with chefs for private dining experiences; providing a website featuring technology enabling chefs to manage, market and monetize private dining experiences; Providing a website featuring technology enabling users to make reservations for private dining, social and business networking experiences. FIRST USE: 20121200, FIRST USE IN COMMERCE: 20121200

IC 043, US 100 101, G & S: Making reservations and booking for private dining at restaurants, private dining at event spaces and fine dining establishments via online computer network. FIRST USE: 20111100, FIRST USE IN COMMERCE: 20111100

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 87617327

Filing Date September 21, 2017

Current Basis 1A

Original Filing Basis 1A

Published for Opposition March 27, 2018

Registration Number 5490458

Registration Date June 12, 2018

Owner (REGISTRANT) Feastly, Inc. CORPORATION DELAWARE 777 Florida Street San Francisco CALIFORNIA 94110

Attorney of Record Joshua J. Richman

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

Domain Names

<u>Domain</u>	<u>Expiration Date</u>	<u>Account</u>
eatfeastly.co	10/8/2019	GoDaddy account
EATFEASTLY.COM	11/19/2019	GoDaddy account
eatfeastly.info	11/19/2019	GoDaddy account
eatfeastly.net	11/19/2019	GoDaddy account
eatfeastly.org	11/19/2019	GoDaddy account
feastly.co.uk	7/10/2020	GoDaddy account
feastly.com	7/9/2020	GoDaddy account
feastly.in	8/11/2020	GoDaddy account
feastly.net	5/23/2020	GoDaddy account
feastly.org	7/10/2020	GoDaddy account
feastly.uk	8/5/2021	GoDaddy account
feastly.us	8/10/2020	GoDaddy account
feastly.eu	8/11/2019	Name.com account
fst.im	2/4/2019	Name.com account

Source Code

All rights in the source code stored on Github.