

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Feastly, Inc.		12/07/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Feastly (assignment for the benefit of creditors), LLC		
Street Address:	3945 Freedom Circle, Suite 560		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Limited Liability Company: CALIFORNIA		
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: 5			
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OP \$40.00 5490458

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, by resolution of the board of directors of Feastly, Inc., a Delaware corporation ("*Feastly*" or "*Assignor*"), and with the consent of the requisite number of shareholders of Feastly, on December 7, 2018, Feastly, in accordance with the assignment for benefit of creditor laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Feastly (assignment for the benefit of creditors), LLC, a California limited liability company ("*Assignee*"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Feastly (the "*General Assignment*");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

Feastly, Inc. a Delaware Corporation

By: _____

Name: Noah Karesh

Title: Chief Executive Officer

Feastly (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Feastly, Inc.

By: _____

Name: Michael A. Maidy

Title: Manager

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, by resolution of the board of directors of Feastly, Inc., a Delaware corporation ("**Feastly**" or "**Assignor**"), and with the consent of the requisite number of shareholders of Feastly, on December 7, 2018, Feastly, in accordance with the assignment for benefit of creditor laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Feastly (assignment for the benefit of creditors), LLC, a California limited liability company ("**Assignee**"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Feastly (the "**General Assignment**");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

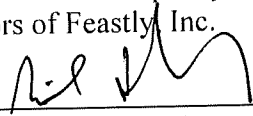
Feastly, Inc. a Delaware Corporation

By: _____

Name: Noah Karesh

Title: Chief Executive Officer

Feastly (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Feastly, Inc.

By:  _____

Name: Michael A. Maily

Title: Manager

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

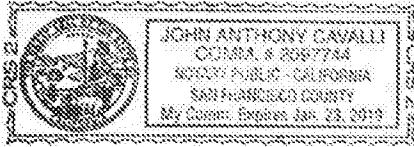
State of California

County of San Francisco

On 12-7-2018 before me, John Anthony Cavalli, Notary Public,

personally appeared Noah Karesk

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

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark assignment agreement

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer -- Title(s): Corporate Officer -- Title(s):

Partner -- Limited General Partner -- Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: Other:

Signer is Representing: Signer is Representing:

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. Mandy
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)

