

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539598

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cooking.com LLC		05/09/2019	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cooking.com LLC		
<b>Street Address:</b>	2635 Walnut Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80205		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2657525	COOKING.COM	
<b>Registration Number:</b>	2522993		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038930507		
<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>			
<b>Phone:</b>	3038930404		
<b>Email:</b>	megan@turncommerce.com		
<b>Correspondent Name:</b>	Cooking.com LLC		
<b>Address Line 1:</b>	2635 Walnut Street		
<b>Address Line 4:</b>	Denver, COLORADO 80205		
<b>NAME OF SUBMITTER:</b>	Megan R. Long		
<b>SIGNATURE:</b>	s/Megan R. Long/		
<b>DATE SIGNED:</b>	09/05/2019		
<b>Total Attachments: 2</b>			
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source=Trademark Assignment Cooking.com (002)#page2.tif			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of May 9, 2019, by and between Cooking.com, LLC, a Delaware limited liability company with file number 6457313, located at 326 South Broad St., New Orleans, LA 70119 ("Assignor") and Cooking.com LLC, a Colorado limited liability company with ID Number: 20191397110, located at 2635 Walnut Street, Denver, CO 80205 ("Assignee").

Whereas, Assignee has agreed to purchase, and Assignor has agreed to sell, the domain name cooking.com, and Assignor agrees to work in good faith to transfer, and to authorize the registrar to transfer, the cooking.com domain to Assignee, upon Assignee's payment of the agreed consideration,

Therefore, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks and trademark registrations listed below, including all common law rights and all goodwill associated therewith. Assignee acknowledges that this Assignment is made without any warranties of any kind, including any warranty of title, non-infringement, validity or status, that Assignor expressly disclaims all warranties, and that Assignee is not relying on any representations made by Assignor or others relating to the assigned trademarks, which are:

Jurisdiction	Mark	Application No.	Application Date	Registration No.	Registration Date
United States	COOKING.COM	75/518,494	July 14, 1998	2,657,525	December 10, 2002
United States		75/517,046	July 10, 1998	2,522,993	December 25, 2001
Canada	COOKING.COM	1019821	June 18, 1999	550024	August 21, 2001
Canada		1019823	June 18, 1999	542789	March 21, 2001

Assignor agrees it is the record owner of the trademark registrations and it is not aware of any other entity or person who has any ownership rights in these trademark registrations or domain name or who claim to have ownership rights in the trademarks or domain name.

Governing Law. This Assignment and any controversy related to, arising directly or indirectly out of, caused by, or resulting from this Assignment shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdictions other than those of the State of Alabama.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

Cooking.com, LLC

326 South Broad Street

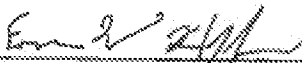
New Orleans, LA 70119

**ASSIGNEE:**

Cooking.com LLC

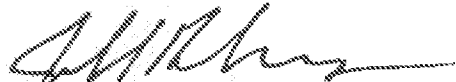
2635 Walnut Street

Denver, CO 80205

By: 

Name: ERIC W. HOFFMANN

Title: President

By: 

Name: Jeffrey Reberny

Title: Member

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