

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601578

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
Eat Club Inc.		10/03/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Compass Group USA, Inc.
Street Address:	2400 Yorkmont Road
Internal Address:	Attn: Kathy Keller
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28217
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5822180	EAT CLUB
Registration Number:	5822179	EAT CLUB
Registration Number:	4446506	EAT CLUB
Registration Number:	5822181	URBAN RABBIT
Registration Number:	5813947	URBAN RABBIT
Registration Number:	5813946	URBAN RABBIT
Registration Number:	5661973	URBAN RABBIT

CORRESPONDENCE DATA

Fax Number: 704295389

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.

Phone: 704-328-2838

Email: legal.trademarks-copyrights@compass-usa.com

Correspondent Name: Compass Group USA, Inc.

Address Line 1: 2400 Yorkmont Road

Address Line 2: Attn: Kathy Keller

Address Line 4: Charlotte, NORTH CAROLINA 28217

NAME OF SUBMITTER:	Kathy Keller
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TRADEMARK

SIGNATURE:	/kathy keller/
DATE SIGNED:	10/07/2020
Total Attachments: 5 source=TM Assignment (Executed)_Redacted#page1.tif source=TM Assignment (Executed)_Redacted#page2.tif source=TM Assignment (Executed)_Redacted#page3.tif source=TM Assignment (Executed)_Redacted#page4.tif source=TM Assignment (Executed)_Redacted#page5.tif	

ASSIGNMENT OF DOMAIN NAMES AND TRADEMARKS

THIS ASSIGNMENT OF DOMAIN NAMES AND TRADEMARKS (the “Assignment”) is made and entered into as of October 3, 2020 (the “Effective Date”), by and between EAT CLUB INC., a Delaware corporation (“Assignor”), and Compass Group USA, Inc., a Delaware corporation (“Assignee”).

WHEREAS, this Assignment is being entered into in connection with that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”), by and among a subsidiary of Assignee, the Assignor, and the other parties signatory thereto. Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, domain names and trademarks or service marks of Assignor.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor’s right, title right, title and interest in and to the domain names, trademarks and service marks described on Exhibit A attached hereto (the “Assigned IP”), including, without limitation, the following:

- (a) all of Assignor’s worldwide right, title and interest in and to all names, tradenames, trademarks, trademark registrations, service marks, logos, and all other identifying indicia created by Assignor in connection with the Assigned IP, and any and all applications and/or registrations therefor (collectively, the “Marks”), together with the goodwill of Assignor associated with, or arising from, the Marks and all related common law rights, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;
- (b) all domain name registrations therefor, together with the goodwill of the business symbolized by any such domain names; and
- (c) any and all claims and causes of action (in law or equity) 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby agrees to give Assignee all assistance reasonably required to perfect the rights hereinabove defined, including the execution of necessary papers and all lawful acts reasonably requisite in connection with the assignment and transfer.

3. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together

shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, which transmission shall be deemed to be delivery of an originally executed document.

4. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

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

6. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

7. This 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 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 Assignment.

[Signature page follows.]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

EAT CLUB INC.

By: Howard Hartenbaum
Name: Howard Hartenbaum
Its: Board Member

ASSIGNEE:

COMPASS GROUP USA, INC.

By: _____
Name: _____
Its: _____

The Parties are signing this Assignment as of the date first set forth above.

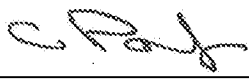
ASSIGNOR:

EAT CLUB INC.

By:
Name:
Its:

ASSIGNEE:

COMPASS GROUP USA, INC.

By: 
Name: C. Palmer Brown
Its: Executive Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 007072 FRAME: 0164

