

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRUBHUB HOLDINGS INC.		10/10/2017	Corporation: DELAWARE
GRUBHUB INC.		10/10/2017	Corporation: DELAWARE
SLICK CITY MEDIA, INC.		10/10/2017	Corporation:
DININGIN LLC		10/10/2017	Limited Liability Company:
RESTAURANTS ON THE RUN, LLC		10/10/2017	Limited Liability Company:
MEALPORT USA LLC		10/10/2017	Limited Liability Company:
MEALPORT DEN, LLC		10/10/2017	Limited Liability Company:
MEALPORT PDX, LLC		10/10/2017	Limited Liability Company:
MEALPORT SAN LLC		10/10/2017	Limited Liability Company:
MEALPORT EUG LLC		10/10/2017	Limited Liability Company:
MEALPORT ABQ, LLC		10/10/2017	Limited Liability Company:
MEALPORT ELP, LLC		10/10/2017	Limited Liability Company:
MEALPORT LAS LLC		10/10/2017	Corporation:
KMLEE INVESTMENTS INC.		10/10/2017	Corporation:
THRESHER LOGISTICS LLC		10/10/2017	Limited Liability Company:
BITE COMMISSARY LLC		10/10/2017	Limited Liability Company:
LABITE.COM, INC.		10/10/2017	Corporation:
KFCC CONSULTING LLC		10/10/2017	Limited Liability Company:
KFCO LLC		10/10/2017	Limited Liability Company:
FOODLER ACQUISITION LLC		10/10/2017	Limited Liability Company:
EAT24, LLC		10/10/2017	Limited Liability Company:
HOMECOOKED FACTORY LLC		10/10/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., as Administrative Agent
Street Address:	1 Sansome St, 22nd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	National Banking Association: CALIFORNIA

TRADEMARK

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	4354098	ALLMENUS
Registration Number:	3595620	ALLMENUS
Registration Number:	2247206	CAMPUSFOOD.COM
Registration Number:	4320648	CRAVED
Registration Number:	4327549	CRAVED BY SEAMLESS
Registration Number:	4382991	DELIVERY HUB
Registration Number:	4302839	DELIVERYHUB
Registration Number:	4855508	FEED KIDS. FEEL GOOD.
Registration Number:	4364028	GH
Registration Number:	4612289	GH
Registration Number:	4388147	GH TRACK YOUR GRUB
Registration Number:	4354144	GOLDEN GRUB
Registration Number:	4368564	GRUBHUB
Registration Number:	4279002	GRUBHUB
Registration Number:	4363972	GRUBHUB
Registration Number:	4279207	GRUBHUB
Registration Number:	2998028	GRUBHUB
Registration Number:	4987052	GRUBHUB
Registration Number:	5247187	GRUBHUB
Registration Number:	4304175	GRUBHUB
Registration Number:	5094050	GRUBHUB EATMAP
Registration Number:	4353800	GRUBTOBERFEAST
Registration Number:	4353799	GRUBTOBERFEAST
Registration Number:	4399444	LOCAL RESTAURANTS, DELIVERED
Registration Number:	4278461	ORDERHUB
Registration Number:	4278460	ORDERHUB POWERED BY GRUBHUB
Registration Number:	4278480	ORDERHUB POWERED BY GRUBHUB
Registration Number:	4071652	SEAMLESS
Registration Number:	4327543	SEAMLESS
Registration Number:	4327544	SEAMLESS
Registration Number:	4616605	SEAMLESS PARTNERS WITH GRUBHUB
Registration Number:	4396255	SEAMLESSBOOST
Registration Number:	4102614	SEAMLESSWEB
Registration Number:	4850113	TASTE OF SEAMLESS
Registration Number:	4850118	TASTE OF SEAMLESS
Registration Number:	4344476	TRACK YOUR GRUB
Registration Number:	4327545	YOUR FOOD IS HERE.

Property Type	Number	Word Mark
Registration Number:	5103017	YUMMY RUMMY
Registration Number:	3868151	FOODGISTICS
Registration Number:	4930072	R RESTAURANTS ON THE RUN
Registration Number:	4316467	RESTAURANTS ON THE RUN
Registration Number:	3625808	ROTR
Registration Number:	3239420	TAKEOUT TECHNOLOGIES
Registration Number:	3210531	MENU PAGES
Registration Number:	3739372	MENUPAGES
Registration Number:	3839879	MENUPAGES
Registration Number:	3742099	MP
Registration Number:	4799527	MP
Registration Number:	4836443	EAT OUT IN
Registration Number:	4758574	LABITE
Registration Number:	4409559	LABITE.COM
Registration Number:	4235313	FORKED
Registration Number:	2821372	YOUR FAVORITE RESTAURANT NOW DELIVERS
Registration Number:	2813193	WAITERS ON WHEELS
Registration Number:	2438576	EXPERIENCE THE TASTE OF DELIVERY
Registration Number:	2079269	DINING IN
Registration Number:	3405132	DININGIN
Registration Number:	3462270	DINING IN
Registration Number:	3857730	FOODLER
Registration Number:	4908388	FOODLER
Registration Number:	5217907	FOODLERBUCKS
Registration Number:	4904973	DASHED
Serial Number:	85966721	EAT24
Serial Number:	86626518	HANGRY
Serial Number:	87368831	GRUBHUB FOR WORK
Serial Number:	87198460	THE CRAVE
Serial Number:	86888516	GH
Serial Number:	87618559	#HAPPYDANCE

CORRESPONDENCE DATA

Fax Number: 5184520822

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: 5184521873

Email: accessin@sprynet.com

Correspondent Name: JACKIE LEE

Address Line 1: 1773 Western Avenue

TRADEMARK

REEL: 006192 FRAME: 0632

Address Line 4: Albany, NEW YORK 12203

NAME OF SUBMITTER: Ronald Homa

SIGNATURE: /Ronald Homa/

DATE SIGNED: 10/30/2017

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of October 10, 2017, is made by and among GrubHub Holdings Inc., a corporation organized under the laws of the state of Delaware (the “Borrower”); GrubHub Inc., a corporation organized under the laws of the state of Delaware (the “Parent”); and each of the other Persons listed on the signature pages hereof as a “Grantor” (together with the Borrower and the Parent, collectively the “Grantors” and individually, each a “Grantor”), in favor of Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for each of the Secured Parties.

WHEREAS, the Borrower has entered into that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the Parent, the Lenders from time to time party thereto and the Administrative Agent.

WHEREAS, as a condition precedent to the making of the initial Credit Extension under the Credit Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; unless otherwise defined herein, capitalized terms used herein have the meanings provided in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. Each Grantor hereby pledges and collaterally assigns to the Administrative Agent for its benefit and the ratable benefit of each of the Secured Parties, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each of the Secured Parties, a security interest in, all of its right, title and interest in and to the following, wherever located and whether now or hereafter existing or acquired (collectively, the “Intellectual Property Collateral”):
 - (a) all copyrights of each Grantor (including Community designs, copyrights in software and databases and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act)), whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of such Grantor’s right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule I attached hereto (as such Schedule may be amended or supplemented from time to time), and all applications for registration thereof, whether pending or in preparation, all copyright

- licenses, including each non-ordinary course copyright license referred to in Item B of Schedule I attached hereto (as such Schedule may be amended or supplemented from time to time), the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, all rights to recover for past, present or future infringements thereof and all other rights whatsoever thereunder or pertaining thereto and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Copyright Collateral”);
- (b) (i) all letters patent and applications for letters patent throughout the world, including the inventions and improvements described and claimed therein and each patent and patent application referred to in Item A of Schedule II attached hereto (as such Schedule may be amended or supplemented from time to time); (ii) all patent licenses, including each non-ordinary course patent license referred to in Item B of Schedule II attached hereto (as such Schedule may be amended or supplemented from time to time); (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (i) and (ii) above; and (iv) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule II attached hereto (as such Schedule may be amended or supplemented from time to time), and for breach or enforcement of any patent license, including any non-ordinary course patent license referred to in Item B of Schedule II attached hereto (as such Schedule may be amended or supplemented from time to time), and all rights corresponding thereto throughout the world (collectively, the “Patent Collateral”);
- (c) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, all Internet domain names and associated URL addresses in or to which any Grantor now or hereafter has any right, title or interest, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof (including all renewals thereof) and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule III attached hereto (as such Schedule may be amended or supplemented from time to time); (ii) all Trademark licenses, including each non-ordinary course Trademark license referred to in Item B of Schedule III attached hereto (as such Schedule may be amended or supplemented from time to time); (iii) all reissues, extensions or renewals of any of the items described in clauses (i) and (ii) above; (iv) all of the product lines and goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii) above; and (v) all proceeds of, and rights associated with, the foregoing, including any claim by each

- Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or non-ordinary course Trademark license referred to in Item B of Schedule III attached hereto (as such Schedule may be amended or supplemented from time to time), or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license; provided that the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of it being included as part of the Trademark Collateral (collectively, the "Trademark Collateral");
- (d) all common law and statutory trade secrets and all other confidential or proprietary information and all know-how obtained by or used in or contemplated at any time for use in the business of any Grantor (including all patent applications in preparation for filing anywhere in the world) (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form (including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses), including each non-ordinary course Trade Secret license referred to in Schedule IV attached hereto (as such Schedule may be amended or supplemented from time to time), and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license (collectively, the "Trade Secrets Collateral");
- (e) any other of the following items: (i) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (ii) all licenses or user or other agreements granted to a Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; (iii) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (iv) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (v) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (vi) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by a Grantor; and (vii) all causes of action, claims and warranties now or hereafter owned or acquired by a Grantor in respect of any of the items listed above;
- (f) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
- (g) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in

connection with or injury to, or infringement or dilution of, any Intellectual Property Collateral owned by such Grantor (including, without limitation, any United States Intellectual Property Collateral identified in the applicable Schedules hereto).

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Administrative Agent.
3. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their permitted successors and assigns in accordance with the terms of the Security Agreement.
4. Addresses for Notices. All notices and other communications provided for hereunder shall be made as provided in, and subject to the terms of, Section 11.2 of the Credit Agreement. All notices to each Grantor shall be sent care of the Parent at its address set forth in the Credit Agreement and all notices to the Administrative Agent shall be sent as provided in the Credit Agreement.
5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall each be governed by, and construed in accordance with, the laws of the State of New York.
6. Forum Selection and Consent to Jurisdiction. Each Grantor agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent or any other Secured Party or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction. Each Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in this Section 7.10. Each Grantor hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. To the extent that any Grantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with

respect to itself or its property, such Grantor hereby irrevocably waives such immunity in respect of its obligations under this Agreement and the other Loan Documents. Each Grantor irrevocably consents to service of process in the manner provided for notices in Section 11.2 of the Credit Agreement at the New York address for such parties set forth therein. Nothing in this Agreement or in any other Loan Document shall affect the right of any party to this Agreement to service process in any other matter permitted by Law.

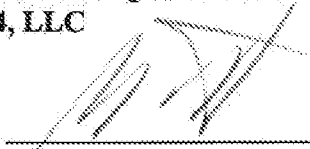
7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS SUCH PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, ANY LOAN DOCUMENT OR ANY AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY SECURED PARTY OR GRANTOR. EACH GRANTOR ACKNOWLEDGES AND AGREES THAT SUCH GRANTOR HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT ENTERING INTO THIS AGREEMENT.
8. Waiver of Certain Claims. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR, ON THE ONE HAND, AND THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES, ON THE OTHER HAND, SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE OTHER PARTY ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY INSTRUMENT CONTEMPLATED HEREBY, ANY CREDIT EXTENSION OR THE USE OR INTENDED USE OF THE PROCEEDS THEREOF.
9. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the day and year first above written.


GRANTORS:

GRUBHUB HOLDINGS INC.
GRUBHUB INC.
SLICK CITY MEDIA, INC.
DININGIN LLC
RESTAURANTS ON THE RUN, LLC
MEALPORT USA LLC
MEALPORT DEN, LLC
MEALPORT PDX, LLC
MEALPORT SAN LLC
MEALPORT EUG LLC
MEALPORT ABQ, LLC
MEALPORT ELP, LLC
MEALPORT LAS LLC
KMLEE INVESTMENTS INC
THRESHER LOGISTICS LLC
BITE COMMISSARY LLC
LABITE.COM, INC.
KFCC CONSULTING LLC
KFCO LLC
FOODLER ACQUISITION LLC
EAT24, LLC

By: 
Name: Adam DeWitt
Title: Chief Financial Officer

MEALPORT USA LLC

By: GRUBHUB HOLDINGS INC.,
its Sole Member

By: 
Name: Adam DeWitt
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

CITIBANK, N.A.,
as Administrative Agent

By: *Ronald Home*
Name: *Ronald Home*
Title: *Senior Vice President*

Address: Citibank, N.A.

For Notices:

1 Sansome St, 22nd Floor
San Francisco, CA 94104
Attention: Jim Haack
Email: james.haack@citi.com

**SCHEDULE I
INTELLECTUAL PROPERTY**

Item A. Copyrights

Registered Copyrights

<u>Grantor</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
GrubHub Inc.	United States	VA0001811226	10/28/2011	GrubHub Inc.	Sushi S#t grubHub.com
GrubHub Inc.	United States	VA0001789920	9/15/2011	GrubHub Inc.	GrubHub order confirmation 2011
GrubHub Inc.	United States	TX0007518057	5/7/2012	GrubHub Inc.	Group registration for automated database title GrubHub.com website; published from January 1, 2012, through March 31, 2012
GrubHub Inc.	United States	TX0007567803	5/9/2012	GrubHub Inc.	Allmenus.com website; published from January 1, 2012, through March 31, 2012; updated daily; representative publication date March 31, 2012
GrubHub Inc.	United States	TX0007567806	7/26/2012	GrubHub Inc.	GrubHub.com website; published from April 1, 2012, through June 30, 2012; updated daily; representative publication date June 30, 2012
GrubHub Inc.	United States	TX0007561064	7/26/2012	GrubHub Inc.	Allmenus.com website; published from April 1, 2012, through June 30, 2012; updated daily; representative publication date June 30, 2012
GrubHub Inc.	United States	TX0007672827	11/16/2012	GrubHub Inc.	Allmenus.com website; published from July 1, 2012, through September 30, 2012; representative publication date September 30, 2012; updated daily
GrubHub Inc.	United States	VA0001846421	11/16/2012	GrubHub Inc.	How Do I Work This Thing?
GrubHub Inc.	United States	TX0007672629	11/20/2012	GrubHub Inc.	GrubHub.com website; published from July 1, 2012, through September 30, 2012; representative publication date September 30, 2012;

<u>Grantor</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
					updated daily
GrubHub Inc.	United States	VA0001866589	1/15/2013	GrubHub Inc.	Summon Food
GrubHub Inc.	United States	TX0007654738	1/15/2013	GrubHub Inc.	Group registration for automated database title GrubHub.com website; published from October 1, 2012, through December 31, 2012; representative publication date December 31, 2012; updated daily
GrubHub Inc.	United States	TX0007654708	1/15/2013	GrubHub Inc.	Group registration for automated database title Allmenus.com website; published from October 1, 2012, through December 31, 2012; representative publication date December 31, 2012; updated daily
GrubHub Inc.	United States	TX0007771352	5/3/2013	GrubHub Inc.	Allmenus.com website; published updates from January 1, 2013, through March 31, 2013; Representative publication date 03/31/2013; updated daily
GrubHub Inc	United States	TX0007769227	5/3/2013	GrubHub Inc	GrubHub.com website; published from January 1, 2013, through March 31, 2013; representative publication date March 31, 2013; updated daily
GrubHub Inc.	United States	TX0007772888	7/11/2013	GrubHub Inc.	Allmenus.com website; published from April 1, 2013, through June 30, 2013; representative publication date June 30, 2013
GrubHub Inc.	United States	TX0007772886	7/11/13	GrubHub Inc.	GrubHub.com website; published from April 1, 2013, through June 30, 2013; representative publication date June 30, 2013
Restaurants on the Run, Inc.	United States	TX0004126329	9/5/1995	Restaurants on the Run, Inc.	Restaurants on the Run, Inc., restaurant guide
Slick City Media, Inc.	United States	V3580D421	6/19/2009	Slick City Media, Inc. New York Media, LLC Access	New York magazine & 1447 other titles (part 001 of 002)

<u>Grantor</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
				Capital, Inc.	
Slick City Media, Inc.	United States	V3580D422	6/19/2009	Slick City Media, Inc. New York Media, LLC Access Capital, Inc.	New York magazine & 1447 other titles (part 002 of 002)
Slick City Media, Inc.	United States	V3586D787	6/11/2009	Slick City Media, Inc. New York Media, LLC Access Capital, Inc.	New York magazine & 797 other titles

Copyrights Pending Registration Applications

<u>Grantor</u>	<u>Country</u>	<u>Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
GrubHub Holdings Inc.	United States	2/24/2016	GrubHub Holdings Inc.	GrubHub 2016 Illustrations Library

Item B. Copyright Licenses

None.

**SCHEDULE II
INTELLECTUAL PROPERTY**

Item A. Patents

Issued Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
GrubHub Holdings Inc.	United States	7,302,403	11/27/2007	Order and accounting method and system for services provided via an interactive communication network
GrubHub Holdings Inc.	United States	7,828,210	11/9/2010	Order and accounting method and system for services provided via an interactive communication network
GrubHub Holdings Inc.	United States	7,991,662	8/2/2011	Order and accounting method and system for services provided via an interactive communication network
GrubHub Holdings Inc.	United States	8,595,050	11/26/2013	Utility for determining competitive restaurants
GrubHub Holdings Inc.	United States	8,880,420	11/4/2014	Utility for creating heatmaps for the study of competitive advantage in the restaurant marketplace
GrubHub Holdings Inc.	United States	9,009,067	4/14/2015	System, method and apparatus for managing made-to-order food tickets for a restaurant service
GrubHub Holdings Inc.	United States	9,710,779	7/18/2017	System, method and apparatus for receiving bids from diners for expedited food delivery
GrubHub Holdings Inc.	United States	9,509,617	11/29/2016	Auto load transfer in geographically distributed systems.
GrubHub Holdings Inc. (Application is in the name of Seamless North America, LLC, which merged with and into GrubHub Holdings Inc. on 12/31/14)	United States	9,754,331	09/05/2017	System and Method for Managing Group Orders

Pending Patent Applications

Grantor	Country	Application No.	Filing Date	Title
GrubHub Holdings Inc.	United States	29/561,882	4/20/2016	Display Screen with Graphical User Interface
GrubHub Holdings Inc.	United States	13/622659	9/19/2012	System, method and apparatus for managing the delivery of made-to-order food
GrubHub Holdings Inc.	United States	13/622868	9/19/2012	System, method and apparatus for managing incentive based delivery of made-to-order food utilizing a network of independent drivers
GrubHub Holdings Inc.	United States	14/263506	4/28/2014	System, method and apparatus for assessing the accuracy of estimated food delivery time
GrubHub Holdings Inc.	United States	14/520901	10/22/2014	system and method for providing food taxonomy based food search and recommendation
GrubHub Holdings Inc.	United States	14/249590	4/10/2014	System and method for providing estimated time of delivery of food orders by a restaurant service system
GrubHub Holdings Inc.	United States	14/080994	11/15/2013	System and method for determining time of delivery of order
GrubHub Holdings Inc.	United States	13/453,159	4/23/2012	Scraping resistant system and method for placing orders through an internet shopping service
GrubHub Holdings Inc.	United States	14/639,715	3/5/2015	System, method and apparatus for managing made-to-order food tickets for a restaurant service
GrubHub Holdings Inc.	United States	15/285,880	10/5/2016	System And Method For Determining Competitors Of A Restaurant
GrubHub Holdings Inc.	United States	15/617,578	6/8/2017	System, Method and Apparatus for Receiving Bids from Diners for Expedited Food Delivery
GrubHub Holdings Inc.	United States	15/665,213	7/31/2017	Method and System for Managing Group Orders
GrubHub Holdings Inc.	United States	15/719,434	9/28/2017	Configuring food-related information search and retrieval based on a predictive quality indicator

Item B. Patent Licenses

None.

**SCHEDULE III
INTELLECTUAL PROPERTY**

Item A. Trademarks

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GrubHub Holdings, Inc.	United States	ALLMENUS	4,354,098	6/18/2013
GrubHub Holdings, Inc.	United States	ALLMENUS and Design	3,595,620	3/24/2009
GrubHub Holdings, Inc.	United States	CAMPUSFOOD.COM and Design	2,247,206	5/25/1999
GrubHub Holdings, Inc.	United States	CRAVED	4,320,648	4/16/2013
GrubHub Holdings, Inc.	United States	CRAVED BY SEAMLESS and Design	4,327,549	4/30/2013
GrubHub Holdings, Inc.	United States	DELIVERY HUB Logo	4,382,991	8/13/2013
GrubHub Holdings, Inc.	United States	DELIVERYHUB	4,302,839	3/12/2013
GrubHub Holdings, Inc.	United States	FEED KIDS. FEEL GOOD.	4,855,508	11/17/2015
GrubHub Holdings, Inc.	United States	GH and Design	4,364,028	7/9/2013
GrubHub Holdings, Inc.	United States	GH and Design	4,612,289	9/30/2014
GrubHub Holdings, Inc.	United States	GH TRACK YOUR GRUB and Design	4,388,147	8/20/2013
GrubHub Holdings, Inc.	United States	GOLDEN GRUB	4,354,144	6/18/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	4,368,564	7/16/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	4,279,002	1/22/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	4,363,972	7/9/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	4,279,207	1/22/2013
GrubHub Holdings, Inc.	United States	GRUBHUB	2,998,028	9/20/2005
GrubHub Holdings, Inc.	United States	GRUBHUB	4,987,052	6/28/2016
GrubHub Holdings, Inc.	United States	GRUBHUB	5,247,187	7/18/2017
GrubHub Holdings, Inc.	United States	GRUBHUB Logo (2012)	4,304,175	3/19/2013
GrubHub Holdings, Inc.	United States	GRUBHUB EATMAP	5,094,050	12/6/2016
GrubHub Holdings, Inc.	United States	GRUBTOBERFEAST	4,353,800	6/18/2013

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GrubHub Holdings, Inc.	United States	GRUBTOBERFEAST	4,353,799	6/18/2013
GrubHub Holdings, Inc.	United States	LOCAL RESTAURANTS, DELIVERED	4,399,444	9/10/2013
GrubHub Holdings, Inc.	United States	ORDERHUB	4,278,461	1/22/2013
GrubHub Holdings, Inc.	United States	ORDERHUB POWERED BY GRUBHUB	4,278,460	1/22/2013
GrubHub Holdings, Inc.	United States	ORDERHUB POWERED BY GRUBHUB (Stylized)	4,278,480	1/22/2013
GrubHub Holdings, Inc.	United States	SEAMLESS	4,071,652	12/13/2011
GrubHub Holdings, Inc.	United States	SEAMLESS	4,327,543	4/30/2013
GrubHub Holdings, Inc.	United States	SEAMLESS and Design	4,327,544	4/30/2013
GrubHub Holdings, Inc.	United States	SEAMLESS PARTNERS WITH GRUBHUB and Design	4,616,605	10/7/2014
GrubHub Holdings, Inc.	United States	SEAMLESSBOOST	4,396,255	9/3/2013
GrubHub Holdings, Inc.	United States	SEAMLESSWEB	4,102,614	2/21/2012
GrubHub Holdings, Inc.	United States	TASTE OF SEAMLESS and Design	4,850,113	11/10/2015
GrubHub Holdings, Inc.	United States	TASTE OF SEAMLESS and Design	4,850,118	11/10/2015
GrubHub Holdings, Inc.	United States	TRACK YOUR GRUB	4,344,476	5/28/2013
GrubHub Holdings, Inc.	United States	YOUR FOOD IS HERE.	4,327,545	4/30/2013
GrubHub Holdings, Inc.	United States	YUMMY RUMMY	5103017	12/20/2016
Restaurants on the Run, LLC	United States	FOODGISTICS	3,868,151	10/26/2010
Restaurants on the Run, LLC	United States	R RESTAURANTS ON THE RUN and Design	4,930,072	4/5/2016
Restaurants on the Run, LLC	United States	RESTAURANTS ON THE RUN	4,316,467	4/9/2013
Restaurants on the Run, LLC	United States	ROTR	3,625,808	5/26/2009
Restaurants on the Run, LLC	United States	TAKEOUT TECHNOLOGIES and Design	3,239,420	5/8/2007
Slick City Media, Inc.	United States	MENU PAGES	3,210,531	2/20/2007

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Slick City Media, Inc.	United States	MENU PAGES	3,739,372	1/19/2010
Slick City Media, Inc.	United States	MENUPAGES and Design	3,839,879	8/31/2010
Slick City Media, Inc.	United States	MP and Design	3,742,099	1/26/2010
Slick City Media, Inc.	United States	MP and Design	4,799,527	8/25/2015
KMLee Investments, Inc.	United States	EAT OUT IN	4836443	10/20/2015
KMLee Investments, Inc.	United States	LABITE	4758574	6/23/2015
KMLee Investments, Inc.	United States	LABITE.COM	4409559	10/1/2013
KMLee Investments, Inc.	United States	FORKED	4235313	10/30/2012
KMLee Investments, Inc.	United States	YOUR FAVORITE RESTAURANT NOW DELIVERS	2821372	3/9/2004
KMLee Investments, Inc.	United States	WAITERS ON WHEELS	2813193	2/10/2004
KMLee Investments, Inc.	United States	EXPERIENCE THE TASTE OF DELIVERY	2438576	3/27/2001
Diningin, LLC	United States	DINING IN	2,079,269	7/15/1997
Diningin, LLC	United States	DINING IN and Design	3,405,132	4/1/2008
Diningin, LLC	United States	DINING IN and Design	3,462,270	7/8/2009
Foodler Acquisition LLC	United States	FOODLER	3857730	10/5/2010
Foodler Acquisition LLC	United States	FOODLER	4908388	3/1/2016
Foodler Acquisition LLC	United States	FOODLERBUCKS	5217907	6/6/2017
Foodler Acquisition LLC	United States	DASHED	4904973	2/23/2016
Eat24, LLC	United States	EAT24	85966721	1/21/14
Eat24, LLC	United States	HANGRY	86626518	6/5/16

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
GrubHub Holdings, Inc.	United States	GRUBHUB FOR WORK	87/368,831	3/13/2017
GrubHub Holdings, Inc.	United States	THE CRAVE	87/198,460	10/10/2016
GrubHub Holdings, Inc.	United States	GH	86/888,516	1/27/2016
GrubHub Holdings, Inc.	United States	#HAPPYDANCE	87/618,559	9/22/2017

Item B. Trademark Licenses

None.

**SCHEDULE IV
INTELLECTUAL PROPERTY**

Trade Secret Licenses

None.