

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spend Radar LLC		10/01/2012	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	SciQuest, Inc.		
Street Address:	PO Box 2611		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27602		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4178225	SPEND RADAR	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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>			
Phone:	919-821-6734		
Email:	bfricks@smithlaw.com		
Correspondent Name:	Blake Simpson Fricks		
Address Line 1:	PO Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Blake Simpson Fricks		
SIGNATURE:	/Blake Simpson Fricks/		
DATE SIGNED:	07/26/2016		
Total Attachments: 6			
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OP \$40.00 4178225

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of October 1, 2012, by and between SciQuest, Inc., a Delaware corporation ("Buyer"), and Spend Radar LLC, an Illinois limited liability company ("Seller"). Buyer and Seller are referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, Buyer and Seller have executed that certain Asset Purchase Agreement, dated as of September 27, 2012 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement requires Seller to sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to Buyer all direct or indirect right, title and interest of Seller in and to the Purchased Assets, free and clear of all Liens other than Permitted Liens;

WHEREAS, the sale, conveyance, assignment, transfer and delivery of the Purchased Assets to Buyer includes, as a condition thereof, the assumption by Buyer of the Assumed Liabilities;

WHEREAS, Buyer and Seller desire to evidence and effectuate the sale, conveyance, assignment, transfer and delivery of the Business and the Purchased Assets by Seller to Buyer and the assumption by Buyer of the Assumed Liabilities; and

WHEREAS, each capitalized term used but not otherwise defined herein shall have the meaning assigned to it in the Purchase Agreement.

AGREEMENTS:

For the consideration set forth in the Purchase Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Conveyance of Purchased Assets. Seller hereby sells, conveys, assigns, transfers, delivers, grants, quitclaims and relinquishes exclusively to Buyer all of Seller's right, title, and interest in and to the Purchased Assets. Seller hereby confirms that the representations and warranties made by it in the Purchase Agreement are true and correct as of the date hereof and that any breach by it of its obligations under the Purchase Agreement or this Agreement is subject to the indemnity provisions under Article VII of the Purchase Agreement.

2. Assumption of Assumed Liabilities. Buyer hereby accepts and assumes the Assumed Liabilities and agrees to assume and to pay, perform and discharge the Assumed Liabilities, in accordance with their respective terms. Buyer hereby confirms that the representations and warranties made by it in the Purchase Agreement are true and correct as of the date hereof and that any breach by it of its obligations under the Purchase Agreement or this Agreement is subject to the indemnity provisions under Article VII of the Purchase Agreement.

3. Binding Obligation; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns. No Party shall be entitled to transfer or assign its rights or obligations hereunder in any manner without the prior written consent of the other Parties hereto, and any attempted assignment in violation hereof shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns. The foregoing notwithstanding, Buyer shall be entitled to transfer or assign its rights or obligations hereunder to any of its Affiliates without the prior written consent of the other Parties hereto.

4. Interpretation. This Agreement shall be construed consistently with the Purchase Agreement and any inconsistencies between this Agreement and the Purchase Agreement shall be resolved by reference to the Purchase Agreement.

5. Further Actions. Buyer and Seller hereby agree to execute any and all further documents and to take any and all further actions as either of them may reasonably request in order to effectuate fully the provisions of this Agreement and the Purchase Agreement.


6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BUYER:

SCIQUEST, INC.

By: 
Stephen J. Wiehe, Chief Executive Officer

SELLER

SPEND RADAR LLC

By: 
Brian Daniels, Chief Executive Officer

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND AMONG

SCIQUEST, INC.,

SPEND RADAR LLC

AND

THE MEMBERS OF SPEND RADAR LLC

September 27, 2012

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of September 27, 2012 (the "Agreement Date"), by and among SciQuest, Inc., a Delaware corporation ("Buyer"), Spend Radar LLC, an Illinois limited liability company ("Seller"), Rodney True, an individual resident of the State of Illinois ("True"), and Brian Daniels, an individual resident of the State of Illinois ("Daniels"), and together with True, the "Members").

RECITALS:

- A. Seller designs, develops, markets and supports spend analytics software and provides spend analytics services (the "Business").
- B. The Members are the holders of all of the issued and outstanding equity interests of Seller.
- C. The Parties desire to enter into this Agreement, pursuant to which Buyer proposes to purchase from Seller, and Seller proposes to sell to Buyer, substantially all of the assets used or held for use by Seller in the conduct of the Business, and Buyer proposes to assume certain liabilities and obligations of Seller relating to the Business (collectively, the "Acquisition").
- D. The Parties desire to make certain representations, warranties, covenants and agreements in connection with the Acquisition.
- E. Certain capitalized terms used herein are defined in Exhibit A hereof.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged conclusively, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE

1.01. Agreement to Purchase and Sell. Upon the terms and subject to the conditions of this Agreement, effective as of the Closing Date, Buyer hereby agrees to purchase and acquire from Seller, and Seller hereby agrees to sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to Buyer, all direct or indirect right, title and interest of Seller in and to (a) the Business and (b) except for the Excluded Assets, all of the assets, properties and rights of Seller of every kind and description, tangible and intangible, wherever situated (which assets, properties and rights of Seller are collectively referred to herein as the "Purchased Assets"), free and clear of all Liens other than Permitted Liens.

1.02. Included Assets. Except as otherwise expressly set forth in Section 1.03 hereof, the Purchased Assets shall consist of all of the assets, properties and rights of Seller of every kind and description, tangible and intangible, wherever situated, and shall include, without

limitation, the following assets, properties and rights of Seller as of the Closing Date, other than Excluded Assets:

(a) all cash, cash equivalents and short-term investments of Seller (collectively, "Cash and Cash Equivalents"), including those in the accounts identified on Schedule 1.02(a);

(b) all fixed assets, fixtures, furniture, supplies, equipment, inventory, parts, goods in process, finished goods, servers, computer hardware and other tangible personal property of Seller, including the items identified on Schedule 1.02(b);

(c) subject to Section 1.06 below, all rights under all contracts and agreements with customers of the Business, including those identified on Schedule 1.02(c) (collectively, the "Customer Contracts");

(d) subject to Section 1.06 below, all rights under the contracts, agreements, licenses, commitments and other instruments with respect to Third Party Software identified on Schedule 1.02(d) (collectively, the "License Contracts");

(e) subject to Section 1.06 below, all rights under the contracts, agreements, leases, licenses, commitments, and other instruments identified on Schedule 1.02(e) (collectively, the "Other Contracts" and together with the Customer Contracts and the License Contracts, the "Assumed Contracts");

(f) all accounts receivable, notes receivable and other receivables of Seller and any security therefor, whether arising from the sale or licensing of Products and Services on or before the Closing Date or otherwise (collectively, the "Receivables"), a listing of which as of a recent date (including an aging of amounts due thereunder) is set forth on Schedule 1.02(f);

(g) all pre-paid rent and other pre-paid expenses, including those identified on Schedule 1.02(g);

(h) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available or being pursued (other than such rights relating solely to Excluded Assets or Excluded Liabilities);

(i) all of Seller's rights, claims, deposits, refunds, setoffs, reimbursements, credits, causes of action or rights of set-off against third parties, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties (other than such items relating solely to Excluded Assets or Excluded Liabilities);

(j) all rights in and under all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights in favor of Seller (other than such rights relating solely to Excluded Assets or Excluded Liabilities);

(k) all right, title and interest in and to the name "Spend Radar," any derivatives thereof, and all other trade names used by the Business;