

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUIVERR COLLECTIVE LLC		07/01/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ADVANTAGE SALES & MARKETING LLC		
Street Address:	18100 VON KARMAN AVENUE		
Internal Address:	SUITE 1000		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86599119	IDEOLOGY	
Registration Number:	4886838	ESQUE	
Registration Number:	5065784	HEY MAMA	
Registration Number:	5066193	ORIGINAL KITCHEN COOPERATIVE	
Registration Number:	4644774	RINGER	
Registration Number:	5083798	SLINGER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6022625311		
Email:	MBESLER@LRRRC.COM		
Correspondent Name:	JENNIFER A. VAN KIRK		
Address Line 1:	201 EAST WASHINGTON STREET		
Address Line 4:	PHOENIX, ARIZONA 85004		
NAME OF SUBMITTER:	Jennifer A. Van Kirk		
SIGNATURE:	/JENNIFER A. VAN KIRK/		
DATE SIGNED:	08/11/2017		

OP \$165.00 86599119

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of July 1, 2017, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company (“Assignee”), Quiverr Collective LLC, a California limited liability company (“Seller”) and Demi Group Consulting, LLC, a California limited liability company (“Seller Sub”, and collectively with Seller, “Assignor”) (collectively, the “Parties”).

WHEREAS, Assignee and Assignors have entered into an Asset Purchase Agreement, dated June 19, 2017 (the “Purchase Agreement”), pursuant to which, among other things, Assignors have agreed to sell, convey, assign, and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Acquired Trademarks (defined below);

WHEREAS, prior to entering into the Purchase Agreement, Assignors owned directly or indirectly through its affiliates, the Trademarks set forth on Schedule A hereto (together referred to as the “Acquired Trademarks”);

WHEREAS, in connection with the Purchase Agreement and pursuant to this Trademark Assignment, Assignors agree to assign the Acquired Trademarks set forth on Schedule A to Assignee such that Assignee owns such Acquired Trademarks; and

WHEREAS, Assignors and Assignee are desirous of making this Trademark Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereby agree as follows:

1. Definitions. Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement.

2. Trademark Assignment. In accordance with and subject to the terms and conditions of the Purchase Agreement, effective at the Closing, Assignors hereby irrevocably assign, transfer and contribute to Assignee, all of Assignors’ right, title and interest in and to the Acquired Trademarks together with any and all goodwill associated with the Acquired Trademarks.

3. Additional Actions. At any time after the date of this Assignment, at Assignee’s request and expense, Assignors will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

4. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

5. Purchase Agreement Unaffected. It is expressly understood that this Assignment does not in any manner terminate, amend, modify, enlarge or limit any

representations, covenants, agreements, warranties or indemnities of any Party contained in the Purchase Agreement and each of the representations, covenants, agreements, warranties and indemnities made by the Parties in the Purchase Agreement survive the execution of this Assignment if and as provided for in the Purchase Agreement (for the time and in the manner provided for such survival, if any, in the Purchase Agreement).

6. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedule A constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Acquired Trademarks. Article 11 of the Purchase Agreement is hereby incorporated into this Assignment by reference as if the provisions of such Article 11 were expressly set forth herein at length; provided, however, for purposes of this Assignment, the term "Agreement" as used in Article 11 of the Purchase Agreement shall be deemed to refer to this Assignment, and the term "Buyer" as used in Article 11 of the Purchase Agreement shall be deemed to refer to Assignee. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

Advantage Sales & Marketing LLC

By: _____

Name: Brian Stevens

Its: Chief Financial Officer and
Chief Operating Officer

ASSIGNORS:

Quiverr Collective, LLC

By: _____

Name: _____

Its: _____

Demi Group Consulting, LLC

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

Advantage Sales & Marketing LLC

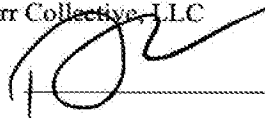
By: _____

Name: _____

Its: _____

ASSIGNOR: Manager of Quiverr Collective, LLC, its sole member

Quiverr Collective, LLC

By:  _____

Name: **Danny DeMichele**

Its: **Member**

Demi Group Consulting, LLC

By:  _____

Name: **Danny DeMichele**

Its: **Manager of Quiverr Collective, LLC, its sole member**

Schedule A

List of Acquired Trademarks

1. United States Trademark (“ESQUE”), Reg. No. 4,886,838, registered on January 12, 2016 with the United States Patent and Trademark Office.
2. United States Trademark (“HEY MAMA”), Reg. No. 5,065,784, registered on October 18, 2016 with the United States Patent and Trademark Office.
3. United States Trademark (“Original Kitchen Cooperative”), Reg. No. 5,066,193, registered on October 18, 2016 with the United States Patent and Trademark Office.
4. United States Trademark (“RINGER”), Reg. No. 4,644,774, registered on November 25, 2014 with the United States Patent and Trademark Office.
5. United States Trademark (“SLINGER”), Reg. No. 5,083,798, registered on November 15, 2016 with the United States Patent and Trademark Office.
6. Trademark Application (“BA6”), Serial Number 86902594, filed on February 9, 2016 with the United States Patent and Trademark Office.
7. Trademark Application (“IDEOLOGY”), Serial Number 86599119, filed on April 16, 2015 with the United States Patent and Trademark Office.
8. Trademark Application (“MOTHERLAND”), Serial Number 86599117, filed on April 16, 2015 with the United States Patent and Trademark Office.
9. Trademark Application (“STARDUST”), Serial Number 86883613, filed on January 22, 2016 with the United States Patent and Trademark Office. Trademark (in voluntary suspension).

Any and all common law rights in:

“Quiverr”