

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARLIN NETWORK LLC		07/26/2017	Limited Liability Company: MISSOURI
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4337059	FOOD IQ	
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@LRRR.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		
Total Attachments: 1			
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OP \$40.00 4337059

TRADEMARK ACKNOWLEDGMENT AND ASSIGNMENT AGREEMENT

This Trademark Acknowledgment and Assignment Agreement ("Agreement") is entered into between **Marlin Network LLC**, a Missouri limited liability company, doing business at 1200 E Woodhurst Dr., Bldg. V, Springfield, MO 65804 ("Marlin") and **Advantage Sales & Marketing LLC**, a California limited liability company, doing business at 18100 Von Karman Ave., Suite 1000, Irvine, CA 92612 ("ASM") (collectively, Marlin and ASM are the "Parties").

RECITALS

- A. Marlin owns the FOOD IQ trademark, including U.S. Reg. No. 4337059 (the "Trademark").
- B. ASM acquired Marlin by a 2015 stock purchase agreement through which ASM acquired Marlin's rights in the Trademark and the business related to the Trademark.
- C. This Agreement formalizes the Parties' prior understanding as to ownership of the Trademark in order to facilitate recordal of ASM's rights with the U.S. Patent and Trademark Office.

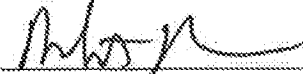
In consideration of the promises and covenants herein, and for other good and valuable consideration, including ASM's assumption of any maintenance obligations for the Trademark, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment. The Parties acknowledge and agree that the 2015 stock purchase agreement assigned to ASM all right, title and interest in the Trademark, together with any and all goodwill of Marlin's business symbolized by the Trademark. To the extent the Trademark or any of the rights associated with the Trademark are determined not to have been previously assigned from Marlin to ASM, Marlin hereby sells, assigns, transfers and conveys to ASM all right, title and interest in and to the Trademark, including corresponding common law rights and U.S. Reg. No. 4337059, together with any and all goodwill of Marlin's business symbolized by the Trademark.
2. Causes of Action and Remedies. The Parties acknowledge and agree that the 2015 stock purchase agreement assigned to ASM all causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademark and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademark and collect damages therefor. To the extent the Trademark or any of the rights or remedies associated with the Trademark are determined not to have been previously assigned from Marlin to ASM, Marlin hereby assigns to ASM all causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademark and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademark and collect damages therefor.
3. Counterparts. A signed copy of this Agreement delivered by facsimile or electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF and intended to be legally bound by, the Parties have hereunder set their hands, the day and year written below.

ASSIGNOR MARLIN NETWORK LLC

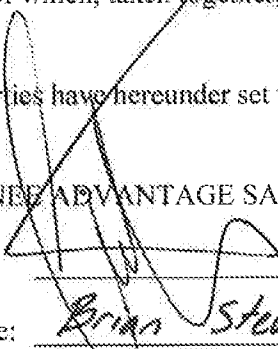
By: 

Name: Robert Murray

Title: Treasurer

Date: 7/26/17

ASSIGNEE ADVANTAGE SALES & MARKETING LLC

By: 

Name: Brian Stevens

Title: CEO/COO

Date: July 27, 2017