

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUANTUM NETWORKS, LLC		01/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ADVANTAGE SALES & MARKETING LLC		
Street Address:	18100 VON KARMAN		
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:	5085123	BLUCOIL	
CORRESPONDENCE DATA			
Fax Number:	6027343750		
<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:	6022625331		
Email:	PTO@LRRR.COM		
Correspondent Name:	RACHEL NICHOLAS		
Address Line 1:	201 East Washington Street		
Address Line 2:	Lewis Roca Rothgerber Christie LLP		
Address Line 4:	Phoenix, ARIZONA 85004		
NAME OF SUBMITTER:	Rachel Nicholas		
SIGNATURE:	/Rachel Nicholas/		
DATE SIGNED:	02/18/2020		
Total Attachments: 5			
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TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 1, 2020, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), and Quantum Networks, LLC, a Delaware limited liability company ("Seller"), pursuant to that certain Asset Purchase Agreement, dated January 1, 2020 (the "Purchase Agreement"), by and among Buyer, Seller and the Beneficial Owners that are parties thereto. Seller and Buyer hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"Domain Name" or "Domain Names" means the domain names listed on the attached Schedule A.

"Trademarks" means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

"Trade Name" or "Trade Names" means the trade names listed on the attached Schedule A.

"Seller Web Sites" means the Web site located at <https://quantumnetworks.com>, and all Web sites located at all Domain Names together with all urls owned and/or controlled by Seller and listed on Schedule A.

"Seller Web Site Content" means the aspects of the domain located at any Seller Web Site that may be perceived by the person accessing the Seller Web Sites and/or that constitute the underlying code or programming infrastructure. Seller Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials on a Seller Web Site and the Trademarks used in connection with a Seller Web Site. Seller Web Site Content also includes any code used to create any element of the Seller Web Site Content.

"Social Media Sites" means the social media pages and accounts listed on Schedule A, inclusive of all Seller Web Site Content located at such pages and through such accounts.

2. Trademark Assignment. Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the Trademarks together with any and all goodwill associated with the Trademarks.

3. Trade Name Assignment. Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the Trade Names together with any and all goodwill associated with the Trade Names.

4. Domain Name Assignment. Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the registrations of the Domain Names together with any related trademarks, service marks, copyrights, trade names, and other

intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Domain Names.

5. Registrar Procedures. Seller will take all steps required by the current procedures promulgated by the registrars that are responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Buyer, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Buyer. Within three (3) Business Days of the Closing, Seller will initiate the transfer of the Domain Names to Buyer. At and after the date hereof, Seller will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon Buyer's reasonable request.

6. Seller Web Site Content and Social Media Sites Assignment. Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of their right, title and interest in and to any Seller Web Site Content and the Social Media Sites, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights in or to the Seller Web Site Content, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Seller Web Site Content.

7. Additional Actions. At any time after the date of this Assignment, at Buyer's request and expense, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment, including, but not limited to providing Buyer with the user name and passwords for the Social Media Sites.

8. 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.

9. 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 Trademarks, Trade Names, Domain Names, Social Media Sites and the Seller Web Site Content. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Seller nor any party claiming through Seller shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and Seller forever waives any such defense.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Trademark, Trade Name and Doman Name Assignment Agreement as of the date first above written.

BUYER:

Advantage Sales & Marketing LLC

By:  _____

Name: Brian Stevens

Its: CFO & COO

SELLER:

Quantum Networks, LLC

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed this Trademark, Trade Name and Domain Name Assignment Agreement as of the date first above written.

BUYER:

Advantage Sales & Marketing LLC

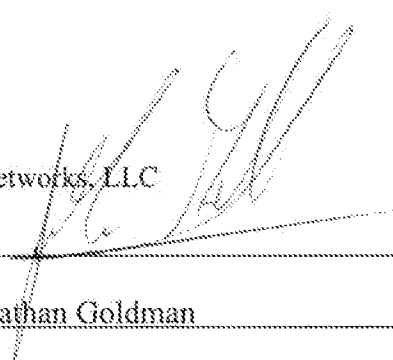
By:

Name:

Its:

SELLER:

Quantum Networks, LLC

By: 

Name: Jonathan Goldman

Its: President

Schedule A

List of Trademarks, Trade Names, Domain Names, and Social Media Sites

Trademarks:

Any and all common law rights in:

- Trademark Reg. No. 5,085,123, registered on November 22, 2016, Serial no. 86-811, 911. The mark consists of the stylized wording “BLUCOIL”. “BLU” and “IL” are in gray with the letters “CO” in the form of an infinity symbol in blue. The white background is not a feature of the mark. The color(s) gray and blue is/are claimed as a feature of the mark.
- BHR - Data compilation, analysis and reporting relating to brand valuation and efficacy
- Brand Health Report - Data compilation, analysis and reporting relating to brand valuation and efficacy

Trade Names:

Any and all common law rights in:

- Quantum Networks
- Quantum

Domain Names:

- GoDaddy Registrar:
 - Ordersacrossborders.com
 - Brandsinsight.io
 - Blucoil.com
 - Bluecoil.com
 - Mp360.io
- Dynadot Registrar:
 - Quantum-Wireless.com
 - QuantumNetworks.com
 - QuantumCo.com

Social Media Sites:

- LinkedIn Page - Quantum Networks
 - <https://www.linkedin.com/company/229573/admin/>
- Facebook Page - Quantum Networks @quantumnetworksllc
 - <https://www.facebook.com/quantumnetworksllc/>
- Facebook Page – Blucoil @blucoil1
 - <https://www.facebook.com/Blucoil1/>
- Twitter - @QuantumNYTeam
 - <https://twitter.com/QuantumNYTeam>
- Instagram - quantumnetworks
 - <https://www.instagram.com/quantumnetworks/>