

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crisp Media, Inc.		01/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Quotient Technology Inc.		
Street Address:	400 Logue Avenue		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4093871	ADHESION	
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:	4084141239		
Email:	trademarks@h35g.com		
Correspondent Name:	Iryna Vyshynska		
Address Line 1:	1 Almaden Boulevard - Floor 12		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	60202-0405		
NAME OF SUBMITTER:	Iryna Vyshynska		
SIGNATURE:	/IrynaVyshynska/		
DATE SIGNED:	01/29/2021		
Total Attachments: 3			
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OP \$40.00 4093871

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is dated as of January 8, 2021, by and between, Crisp Media, Inc., a Delaware corporation, located at 545 8th Avenue, 20th Floor, New York, NY 10018 (hereinafter “Assignor”), and Quotient Technology Inc., a Delaware corporation located at 400 Logue Avenue, Mountain View, CA 94043 (hereinafter “Assignee”) and sole shareholder of Assignor (together, the “Parties”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the trademark registrations set forth on **Exhibit 1** (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks by the Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as set forth below.

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, statutory, equitable, and common law rights arising from the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Recordation and Further Actions. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and any other applicable government agency or official to record and/or register this Assignment upon request by Assignee or its designated agent(s). Assignor agrees to further execute any documents reasonably necessary to transfer ownership of the Trademarks and perfect title in Assignee including, but not limited to, assignments, transfers and related powers of attorney.

3. General.

(a) Entire Agreement. This Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

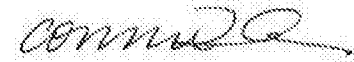
(c) Governing Law. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the laws of the United States and the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(d) Counterparts. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

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

ASSIGNOR

CRISP MEDIA, INC.

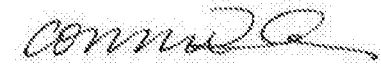


By: Connie Chen

Title: Secretary

ASSIGNEE


QUOTIENT TECHNOLOGY INC.



By: Connie Chen

Title: General Counsel, Compliance Officer and Secretary

Exhibit 1
Trademarks

Mark	Jurisdiction	Registration No.	Registration Date	Application No.	Filing Date
ADHESION	United States	4093871	January 31, 2012	85357367	June 27, 2011
CRISP ENGAGE	United States	4132980	April 24, 2012	85263787	October 3, 2011
CRISP MEDIA	United States	4372925	July 23, 2013	85230686	January 31, 2011
CRISP MOCA	United States				
MLOGIC	United States				
M-DRIVE	United States				
M-BUY	United States				
M-ENGAGE	United States				
CR/SP	United States				
	United States				