

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quote Roller, Inc.		09/07/2021	Corporation:
RECEIVING PARTY DATA			
Name:	PandaDoc, Inc.		
Street Address:	3739 Balboa St. #1083		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4894484	PANDADOC	
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>			
Email:	chelsea.lockhart@pandadoc.com		
Correspondent Name:	Chelsea Lockhart		
Address Line 1:	260 1ST AVENUE SOUTH, 3RD FLOOR		
Address Line 4:	ST. PETERSBURG, FLORIDA 33701		
NAME OF SUBMITTER:	Chelsea Lockhart		
SIGNATURE:	/Chelsea Lockhart/		
DATE SIGNED:	09/21/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of August 9, 2021, is made by Quote Roller, Inc. a Delaware corporation (“**Assignor**”), in favor of PandaDoc, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor incorporated originally as Quote Roller, Inc. and subsequently changed its name to PandaDoc, Inc. (the “**Transaction**”);

WHEREAS, in connection with the Transaction, all of Assignor’s right, title and interest in and to certain trademarks identified in Schedule A attached hereto and incorporated herein (the “**Trademark**”) and all registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized Trademarks as well as other assets from Assignor were distributed to Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of selling all of Assignor’s rights, title and interest in and to the Trademark, together with the goodwill of the business, and confirming the same, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the Trademark registrations and applications, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful attorney and attorneys of Assignor, with full power of substitution, for Assignor and in its name and stead, or otherwise, by or on behalf and for the benefit of Assignee. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns,

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and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Dissolution, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks.

4. Execution and Delivery. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents as may be necessary to vest in and secure unto Assignee the full right, title, and interest in and to the Trademark and to protect and enforce the Trademarks.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

8. Notices. All notices, requests, demands and other communications required or permitted to be given under this Trademark Assignment shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth herein or such other address as a party last provided to the other by written notice.

9. Severability. In the event that any provision of this Trademark Assignment shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Trademark Assignment shall otherwise remain in full force and effect and enforceable.

10. Headings. Headings are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

Quote Roller, Inc.



By: _____

Name: Sergey Barysiuk

Title: CTO

ASSIGNEE:

PandaDoc, Inc.



By: _____

Name: Richard V. Bray

Title: CFO

SCHEDULE A

Assigned Trademarks

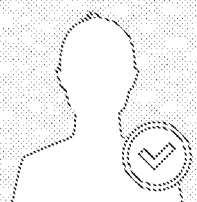

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
PANDADOC	United States	4894484	February 2, 2016

Signature Certificate

Document Ref.: UZQXA-TOCYB-XER7E-GCUAF

Document signed by:

	<p>Sergey Barysiuk Verified E-mail: serge@pandadoc.com</p>	
	<p>Richard E-mail: richard.bray@pandadoc.com Signed via link</p>	

Document completed by all parties on:

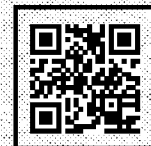
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PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



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