

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809462

| | | | |
|---|--|------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Advantage Sales & Marketing LLC | | 04/14/2023 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Quiverr, LLC | | |
| Street Address: | 546 Hillsboro Technology Drive | | |
| City: | Deerfield Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33441 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4644774 | RINGER | |
| Registration Number: | 5065784 | HEY MAMA | |
| Registration Number: | 5066193 | ORIGINAL KITCHEN COOPERATIVE | |
| Registration Number: | 5083798 | SLINGER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9735972400 | | |
| <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: | 973-597-2500 | | |
| Email: | tmclients@lowenstein.com | | |
| Correspondent Name: | Matthew Hintz, Esq. | | |
| Address Line 1: | One Lowenstein Drive | | |
| Address Line 4: | Roseland, NEW JERSEY 07068 | | |
| ATTORNEY DOCKET NUMBER: | 38957.27 | | |
| NAME OF SUBMITTER: | Matthew Hintz | | |
| SIGNATURE: | /MPH/ | | |
| DATE SIGNED: | 05/10/2023 | | |
| Total Attachments: 5 | | | |
| source=Quiverr - Trademark Assignment (Executed)#page1.tif | | | |

CH \$115.00 4644774

source=Quiverr - Trademark Assignment (Executed)#page2.tif
source=Quiverr - Trademark Assignment (Executed)#page3.tif
source=Quiverr - Trademark Assignment (Executed)#page4.tif
source=Quiverr - Trademark Assignment (Executed)#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of April 14, 2023 (the "Effective Date") by Advantage Sales & Marketing LLC, a California limited liability company (the "Assignor"), for the benefit of Quiverr, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Agreement (as defined below).

WHEREAS, the Assignor and VitaDepot.com, LLC a Florida limited liability company and affiliate of the Assignee, have entered into that certain Asset Purchase Agreement dated as of April 14, 2023 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon the request of the Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may be required to record and perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties or Buyer under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

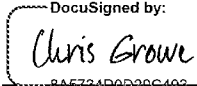
6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

ADVANTAGE SALES & MARKETING LLC

By: 
Name: Chris Growe
Title: Chief Financial Officer

Address:

Advantage Sales & Marketing LLC
Address: 15310 Barranca Parkway, Suite 100
Irvine, California 92618
Attention: Bryce Robinson, General Counsel
E-mail: generalcounsel@advantagesolutions.net

AGREED AND ACCEPTED:

ASSIGNEE:

QUIVERR, LLC

By: _____

Name: Taylor Hamilton

Title: Chief Executive Officer

Address:

Quiverr, LLC

546 Hillsboro Technology Drive

Deerfield Beach, FL 33441

Attention: Chief Executive Officer

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008067 FRAME: 0955

SCHEDULE A

Marks

| Mark | Reg./Ser. No. | Reg. Date | Goods/Services |
|------------------------------------|----------------------|-------------------|---|
| RINGER | 4644774 | November 25, 2014 | Chain metal scourers for saucepans and cast iron skillets, in Class 21 |
| HEY MAMA | 5065784 | October 18, 2016 | Beauty products, namely, skin lotion, shampoo and Cosmetics, in Class 3 |
| ORIGINAL KITCHEN COOPERATIVE | 5066193 | October 18, 2016 | Kitchen cooking tools, namely, tongs, whisk, garlic press, grater, lemon press, potato masher, shaker bottles sold empty, spice jars sold empty, colander, spatter guard in the nature of a splatter screen, rolling pin, scrub brush, cutting board, baking sheet; kitchen tools, cooking tools and food preparation tools, namely, French Rolling Pin, Rolling Pins, Stainless Steel Rolling Pin, in Class 21 |
| SLINGER | 5083798 | November 15, 2016 | Drinking glasses; shot glasses, in Class 21 |