

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI4256

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		01/31/2024	Limited Liability Company: CALIFORNIA
i Marlin, L.L.C.		01/31/2024	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Company Name:	Key Impact Sales & Systems, Inc.		
Street Address:	1701 Crossroads Drive		
City:	Odenton		
State/Country:	MARYLAND		
Postal Code:	21113		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4337059	FOOD IQ	
Registration Number:	2961658		
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	2027568000		
Email:	eatkins@mwe.com,kdelcoure@mwe.com		
Correspondent Name:	Eleanor Atkins		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	500 N. Capitol Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001-1531		
ATTORNEY DOCKET NUMBER:	098485-0017		
NAME OF SUBMITTER:	GAYLE DELCOURE		
SIGNATURE:	GAYLE DELCOURE		
DATE SIGNED:	02/06/2024		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “**Assignment**”) is effective as of January 31, 2024 (the “**Effective Date**”), by and between Advantage Sales & Marketing LLC, a California limited liability company, with a business address of 15310 Barranca Parkway, SUITE 100, Irvine, California 92618 (“**Advantage**”), i Marlin, L.L.C., a Missouri limited liability company, with a business address of 1200 E. Woodhurst Drive Building V, Springfield, Missouri 65804 (“**I Marlin**,” and together with Advantage, the “**Assignors**”) and Key Impact Sales & Systems, Inc., a Maryland corporation, with a business address of 1701 Crossroads Drive, Odenton, MD 21113 (“**Assignee**”).

WHEREAS, Assignors own the trademarks identified on **Exhibit A** to this Agreement, together with the goodwill of the business associated therewith (collectively, the “**Trademarks**”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of the Effective Date by and among Assignors, Assignee, and other parties thereto (the “**Agreement**”), Assignors have agreed to transfer and assign all of their right, title and interest in and to the Trademarks to Assignee.

NOW THEREFORE, for the good and valuable consideration set forth in the Agreement, the mutual promises and obligations set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignors hereby transfer and assign to Assignee, all of Assignors’ right, title and interest, in and to the Trademarks, and all of the goodwill of the business associated with the Trademarks, together with that portion of Assignors’ business that is ongoing and existing to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. Assignors hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Trademarks, to record this Assignment. Assignors hereby further request the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Trademarks or derived therefrom to Assignee as assignee of the entire interest therein.
3. This Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Agreement.

4. Assignors will execute further papers and to do such other acts as may be necessary or requested by Assignee to (a) vest full title in and to the Trademarks in Assignee, or (b) obtain, renew, issue or enforce the Trademarks.

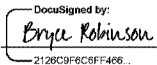
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignors and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:
Advantage Sales & Marketing LLC

By:  _____
2128C9F8C8FF466..

Name: Bryce Robinson

Title: Secretary

ASSIGNEE:
Key Impact Sales & Systems, Inc.

By: _____

Name: _____

Title: _____

ASSIGNOR:
I Marlin, L.L.C.

By:  _____
2128C9F8C8FF466..

Name: Bryce Robinson

Title: Secretary

4. Assignors will execute further papers and to do such other acts as may be necessary or requested by Assignee to (a) vest full title in and to the Trademarks in Assignee, or (b) obtain, renew, issue or enforce the Trademarks.

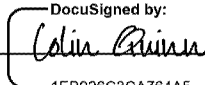
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

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8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the Effective Date.


ASSIGNOR:
Advantage Sales & Marketing LLC
By: _____
Name: _____
Title: _____

ASSIGNEE:
Key Impact Sales & Systems, Inc.
By: ^{DocuSigned by:}  _____
Name: Colin Quinn _{1EB926C3CA764A5...}
Title: Chief Financial Officer

ASSIGNOR:
I Marlin, L.L.C.
By: _____
Name: _____
Title: _____

EXHIBIT A
The Trademarks

U.S. Registered Trademarks:

Trademark / Reg. No. / App. No.	Goods / Services	Registrant
FOOD IQ RN: 4337059 SN: 85481822 Disclaimer: "FOOD"	Int'l Class: 35, 41, 42 (Int'l Class: 35) Business consulting services and information services	Advantage Sales & Marketing LLC (California Limited Liability Company)
Design Only  RN: 2961658 SN: 76413507	Int'l Class: 42 (Int'l Class: 42) Providing temporary use of non-downloadable computer software used to create point-of-sale materials for licensed users in the field of manufacturers, distributors and consumer outlets	I Marlin, L.L.C. (Missouri Limited Liability Company)

Canadian Trademark Registration:

Trademark / Reg. No. / App. No.	Goods / Services	Registrant
WAYPOINT FOODSERVICE RN: TMA1054499 AN: 1770798	Int'l Class: 35, 36 (Int'l Class: 35, 36) Services: Advertising manufactured consumer goods for sale to the food service industry for others; promoting the sale of manufactured consumer goods for sale to the food service industry for others through promotional contests and the distribution of related printed material; business merchandising display services in the field of manufactured consumer goods for sale to the food service industry for others; field marketing services in the field of manufactured consumer goods for sale to the food service industry for others, namely, conducting in-store promotions, setting-up point-of-sale displays, assisting with the display of products, handing out leaflets, and conducting product demonstrations; distribution of samples for publicity purposes in the food service and food brokerage industry; business management consulting services regarding advertising,	ADVANTAGE SALES & MARKETING LLC

Trademark / Reg. No. / App. No.	Goods / Services	Registrant
	<p>promotion, product merchandising, sales promotion and field marketing of manufactured consumer goods for sale to the food service and food brokerage industry for others; inventorying merchandise for others; import and export agencies. Services: Brokerage services, namely selling manufactured consumer goods for sale to the food service industry, namely food, grocery, beverages and non-food goods for food packaging, food preparation and serving food; business research and analysis of market research data and statistics in the food service industry.</p>	