

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4555514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CORRECTION OF TYPOGRAPHICAL ERRORS IN A COVER SHEET PREVIOUSLY RECORDED ON REEL 043295 FRAME 0158 TO CORRECT THE RECEIVING PARTY'S ADDRESS
CONVEYING PARTY DATA	
Name	Execution Date
QUIVERR COLLECTIVE, LLC	07/01/2017
DEMI GROUP CONSULTING, LLC	07/01/2017
RECEIVING PARTY DATA	
Name:	ADVANTAGE SALES & MARKETING LLC
Street Address:	18100 VON KARMAN AVENUE
Internal Address:	STE 1000
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D758035
CORRESPONDENCE DATA	
Fax Number:	(626)577-8800
<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:	626-795-9900
Email:	pto@lrrc.com
Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP
Address Line 1:	PO BOX 29001
Address Line 4:	GLENDALE, CALIFORNIA 91209
ATTORNEY DOCKET NUMBER:	SPL/IB
NAME OF SUBMITTER:	INNA BELOGORTSEVA
SIGNATURE:	/Inna Belogortseva/
DATE SIGNED:	08/17/2017
Total Attachments: 9	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4550397

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	QUIVERR COLLECTIVE, LLC	07/01/2017
	DEMI GROUP CONSULTING, LLC	07/01/2017
RECEIVING PARTY DATA		
Name:	ADVANTAGE SALES & MARKETING LLC	
Street Address:	19100 VON KARMAN AVENUE	
Internal Address:	SUITE 600	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92612	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D758035
CORRESPONDENCE DATA		
Fax Number:	(626)577-8800	
<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:	626-795-9900	
Email:	pto@lrrc.com	
Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP	
Address Line 1:	PO BOX 29001	
Address Line 4:	GLENDALE, CALIFORNIA 91209	
ATTORNEY DOCKET NUMBER:	SPL/IB	
NAME OF SUBMITTER:	INNA BELOGORTSEVA	
SIGNATURE:	/Inna Belogortseva/	
DATE SIGNED:	08/15/2017	
Total Attachments: 7		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment"), dated as of July 1, 2017, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Assignee"), Quiverr Collective LLC, a California limited liability company ("Seller"), and Demi Group Consulting, LLC, a California limited liability company ("Seller Sub", and collectively with Seller, "Assignors") (collectively, the "Parties").

WHEREAS, Assignee and Assignors have entered into an Asset Purchase Agreement, dated June 19, 2017 (the "Purchase Agreement"), pursuant to which, among other things, Assignors have agreed to sell, convey, assign, and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignors, the Acquired Patent (defined below);

WHEREAS, prior to entering into the Purchase Agreement, Assignors owned directly or indirectly through its affiliates, the patent described in Schedule A hereto (the "Acquired Patent");

WHEREAS, in connection with the Purchase Agreement and pursuant to this Patent Assignment, Assignors agree to assign the Acquired Patent set forth on Schedule A to Assignee such that Assignee owns the Acquired Patent; and

WHEREAS, Assignors and Assignee are desirous of making this Patent Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereby agree as follows:

1. Definitions. Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement.

2. Patent Assignment. In accordance with and subject to the terms and conditions of the Purchase Agreement, effective at the Closing, Assignors hereby irrevocably assign, transfer and contribute to Assignee, all of Assignors' right, title and interest in and to the Acquired Patent, and all related continuations, continuations-in-part, divisional, reissues, reexaminations, substitutions, and extensions thereof.

3. Additional Actions. At any time after the date of this Assignment, at Assignee's request and expense, Assignors will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

4. 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.

5. Purchase Agreement Unaffected. It is expressly understood that this Assignment does not in any manner terminate, amend, modify, enlarge or limit any representations, covenants, agreements, warranties or indemnities of any Party contained in the

Purchase Agreement and each of the representations, covenants, agreements, warranties and indemnities made by the Parties in the Purchase Agreement survive the execution of this Assignment if and as provided for in the Purchase Agreement (for the time and in the manner provided for such survival, if any, in the Purchase Agreement).

6. 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 Acquired Patent. Article 11 of the Purchase Agreement is hereby incorporated into this Assignment by reference as if the provisions of such Article 11 were expressly set forth herein at length; provided, however, for purposes of this Assignment, the term "Agreement" as used in Article 11 of the Purchase Agreement shall be deemed to refer to this Assignment, and the term "Buyer" as used in Article 11 of the Purchase Agreement shall be deemed to refer to Assignee. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

[Signature pages follow.]

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

ASSIGNEE:

Advantage Sales & Marketing LLC

By: _____

Name: Brian Stevens

Its: Chief Financial Officer and
Chief operating Officer

ASSIGNOR:

Quiverr Collective, LLC

By: _____

Name: _____

Its: _____

Demi Group Consulting, LLC

By: _____

Name: _____

Its: _____

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment"), dated as of July 1, 2017, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Assignee"), Quiverr Collective LLC, a California limited liability company ("Seller"), and Demi Group Consulting, LLC, a California limited liability company ("Seller Sub", and collectively with Seller, "Assignors") (collectively, the "Parties").

WHEREAS, Assignee and Assignors have entered into an Asset Purchase Agreement, dated June 19, 2017 (the "Purchase Agreement"), pursuant to which, among other things, Assignors have agreed to sell, convey, assign, and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignors, the Acquired Patent (defined below);

WHEREAS, prior to entering into the Purchase Agreement, Assignors owned directly or indirectly through its affiliates, the patent described in Schedule A hereto (the "Acquired Patent");

WHEREAS, in connection with the Purchase Agreement and pursuant to this Patent Assignment, Assignors agree to assign the Acquired Patent set forth on Schedule A to Assignee such that Assignee owns the Acquired Patent; and

WHEREAS, Assignors and Assignee are desirous of making this Patent Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereby agree as follows:

1. **Definitions.** Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement.
2. **Patent Assignment.** In accordance with and subject to the terms and conditions of the Purchase Agreement, effective at the Closing, Assignors hereby irrevocably assign, transfer and contribute to Assignee, all of Assignors' right, title and interest in and to the Acquired Patent, and all related continuations, continuations-in-part, divisional, reissues, reexaminations, substitutions, and extensions thereof.
3. **Additional Actions.** At any time after the date of this Assignment, at Assignee's request and expense, Assignors will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.
4. **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.
5. **Purchase Agreement Unaffected.** It is expressly understood that this Assignment does not in any manner terminate, amend, modify, enlarge or limit any representations, covenants, agreements, warranties or indemnities of any Party contained in the

Purchase Agreement and each of the representations, covenants, agreements, warranties and indemnities made by the Parties in the Purchase Agreement survive the execution of this Assignment if and as provided for in the Purchase Agreement (for the time and in the manner provided for such survival, if any, in the Purchase Agreement).

6. **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 Acquired Patent. Article 11 of the Purchase Agreement is hereby incorporated into this Assignment by reference as if the provisions of such Article 11 were expressly set forth herein at length; provided, however, for purposes of this Assignment, the term "Agreement" as used in Article 11 of the Purchase Agreement shall be deemed to refer to this Assignment, and the term "Buyer" as used in Article 11 of the Purchase Agreement shall be deemed to refer to Assignee. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

[Signature pages follow.]

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

ASSIGNEE:

Advantage Sales & Marketing LLC

By: _____

Name: _____

Its: _____

ASSIGNOR:


Quiverr Collective, LLC

By:  _____

Name: **Danny DeMichele**

Its: **Member**

Demi Group Consulting, LLC

By:  _____

Name: **Danny DeMichele**

Its: **Manager of Quiverr Collective, LLC, its sole member**

Schedule A

Acquired Patent

1. United States Design Patent, Patent No. US D758,035 S, registered on May 31, 2016.