

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4998867

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
QCE LLC	06/08/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	QUIZ FRANCHISOR, LLC
<b>Street Address:</b>	12760 HIGH BLUFF DRIVE SUITE 310
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92130
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7243841
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(816)531-7545
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<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606-1080
<b>NAME OF SUBMITTER:</b>	BRIAN R. MCGINLEY
<b>SIGNATURE:</b>	/brm/
<b>DATE SIGNED:</b>	06/08/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), effective as of June 8, 2018 (the “**Effective Date**”), is made by QCE LLC (“**Seller**”), in favor of QUIZ FRANCHISOR, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Agreement for Purchase and Sale of Assets between Buyer and Seller, and others, dated April 30, 2018 (the “**Asset Purchase Agreement**”), and a Bill of Sale by Seller and others in favor of Buyer and others (the “**Bill of Sale**”).

Under the terms of the Asset Purchase Agreement and the Bill of Sale, Seller has sold, transferred, and conveyed to Buyer, among other assets, certain intellectual property of Seller and has agreed to execute and deliver this Patent Assignment, for recording, as Buyer deems appropriate, with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

Accordingly, Seller and Buyer (each a “**party**” and, together, the “**parties**”) agree as follows:

1. Assignment. For good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, and conveys to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the patents set forth on **Schedule 1** attached hereto and including the rights to sue and collect for past, present and future infringements thereof (the “**Assigned Patents**”).

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement and the Bill of Sale, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, indemnities and other provisions contained in the Asset Purchase Agreement and Bill of Sale shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement or Bill of Sale, on the one hand, and the terms of this Patent Assignment, on the other hand, the terms of the Asset Purchase Agreement or Bill of Sale shall govern.

4. Entire Agreement. This Patent Assignment, together with the Asset Purchase Agreement and Bill of Sale, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

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

6. Interpretation. All headings contained in this Patent Assignment are for reference purposes only and shall not in any way effect the meaning or interpretation of any provision or provisions of this Patent Assignment, the Asset Purchase Agreement or the Bill of Sale. Whenever the words “include,” “includes,” or “including” are used in this Patent Assignment, they shall be deemed to be followed by the words, “without limitation.”

7. Governing Law. This Patent Assignment shall be governed by the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of the State of Delaware) as to all matters including matters of validity, construction, effect, performance and remedies.

8. Arbitration. Unless otherwise specified in the Asset Purchase Agreement, any dispute between the parties or any claim by a party against the other party arising out of or relating to this Patent Assignment or relating to any alleged breach hereof shall be determined by arbitration in accordance with the rules then in force of the American Arbitration Association. The arbitration proceedings shall take place in Denver, Colorado or such other location as the parties in dispute may agree upon. The arbitration proceedings shall be subject to the substantive laws of the State of Delaware. There shall be one arbitrator, as shall be agreed upon by the parties in dispute, who shall be an individual skilled in the legal and business aspects of the subject matter of this Agreement and of the dispute. In the absence of such an agreement, each party in dispute shall select one arbitrator and the arbitrators so selected shall select a third arbitrator. In the event the arbitrators cannot agree upon the selection of a third arbitrator, such third arbitrator shall be appointed by the American Arbitration Association at the request of any of the parties in dispute. The decision rendered by the arbitrator shall be accompanied by a written opinion in support thereof. Such decision shall be final and binding upon the parties in dispute without right of appeal. Judgment upon any such decision may be entered into in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. Costs of the arbitration shall be assessed by the arbitrator against all or any of the parties in dispute and shall be paid promptly by the party or parties so assessed.

9. Counterparts. This Patent Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have caused this Patent Assignment to be executed and delivered as of the Effective Date.

**“SELLER”**

QCE LLC

By: 

Name: Susan Lintonsmith

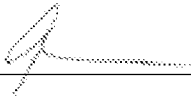
Title: CEO

[Signature Page to Patent Assignment]

**PATENT**  
**REEL: 046031 FRAME: 0853**

**“BUYER”**

QUIZ FRANCHISOR, LLC

By:  \_\_\_\_\_

Name: Kenneth Reber

Title: Manager

**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

<b>Registration Number</b>	<b>Registration Date</b>	<b>Description</b>	<b>Beneficial Owner</b>	<b>App. No/Date</b>
7,243,841	July 17, 2007	Enterprise Polling System	QCE	11/070,542 March 1, 2005

**PATENT**

**REEL: 046031 FRAME: 0855**

**RECORDED: 06/08/2018**