

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
QUIRKY, INC.		06/29/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SQUARE 1 BANK
<b>Street Address:</b>	406 Blackwell Street
<b>Internal Address:</b>	Suite 240
<b>City:</b>	Durham
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	85325432	BROOM GROOMER
Serial Number:	85315930	INVENTED TOGETHER
Serial Number:	85320268	PIVOT POWER
Serial Number:	85320258	MANTIS
Serial Number:	85320253	UNHAMPERED
Serial Number:	85320248	EMBER
Serial Number:	85320244	CORDIES
Serial Number:	85320238	CONTORT
Serial Number:	85315921	INVENT TOGETHER
Serial Number:	85312026	Q
Serial Number:	85312017	Q
Serial Number:	85312009	QUIRKY
Serial Number:	85204861	WE MAKE INVENTION ACCESSIBLE

**CH \$490.00 85325432**

Serial Number:	85204858	MAKING INVENTION ACCESSIBLE
Serial Number:	77946558	QUIRKY
Serial Number:	77947992	SOCIAL PRODUCT DEVELOPMENT
Serial Number:	77947969	A SOCIALLY DEVELOPED PRODUCT
Serial Number:	77948018	INFLUENCE ENGINE
Serial Number:	77948001	SKETCH TO STORE

**CORRESPONDENCE DATA**

Fax Number: (919)354-1278  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 919-314-3086  
Email: loandocsdept@square1bank.com  
Correspondent Name: Square 1 Bank  
Address Line 1: 406 Blackwell Street  
Address Line 2: Suite 240  
Address Line 4: Durham, NORTH CAROLINA 27701

**NAME OF SUBMITTER:**

Lee Conner

**Signature:**

/leeconner-tkf/

**Date:**

08/10/2011

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 29, 2011 by and between SQUARE 1 BANK ("*Bank*") and QUIRKY, INC., a Delaware corporation ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired during the Term of the Loan Agreement, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the timely and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising during the Term between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising during the Term between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

2.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

628 Broadway, Suite 300

New York, NY 10012

QUIRKY, INC

By: 

Name: Ben Kamen

Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

SQUARE 1 BANK

By: 

Name: Basil Koshnik

Title: AVI-Venture Banking



**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None.		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
RECONFIGURABLE PLUG STRIP	13/095167	04/27/2011
RECONFIGURABLE PLUG STRIP	29/394,436	06/16/2011
WASTE RECEPTACLE	61/476663	04/18/2011
COLLAPSIBLE HANGER	61/385547	09/22/2010

**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BROOM GROOMER	85/325,432	05/19/2011
INVENTED TOGETHER	85/315,930	05/09/2011
PIVOT POWER	85/320,268	05/13/2011
MANTIS	85/320,258	05/13/2011
UNHAMPERED	85/320,253	05/13/2011
EMBER	85/320,248	05/13/2011
CORDIES	85/320,244	05/13/2011
CONTORT	85/320,238	05/13/2011
INVENT TOGETHER	85/315,921	05/09/2011
Q	85/312,026	05/04/2011
Q	85/312,017	05/04/2011
QUIRKY	85/312,009	05/04/2011
WE MAKE INVENTION ACCESSIBLE	85/204,861	12/23/2010
MAKING INVENTION ACCESSIBLE	85/204,858	12/23/2010
QUIRKY	3960507 77/946,558	05/17/2011 02/27/2010
SOCIAL PRODUCT DEVELOPMENT	77/947,992	03/02/2010 TO BE ABANDONED
A SOCIALLY DEVELOPED PRODUCT	77/947,969	03/02/2010 TO BE ABANDONED
INFLUENCE ENGINE	77/948,018	03/02/2010 ABANDONED

Quirky, Inc. IPSA Execution Version

SQUARE 1 BOOK





SKETCH TO STORE

77/948,001 03/02/2010  
ABANDONED

square 1 bank

Quirky, Inc. IPSA Execution Version

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RECORDED: 08/10/2011

TRADEMARK  
REEL: 004601 FRAME: 0998