

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303167

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quirky, Inc.		04/22/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>Internal Address:</b>	Attn: National Documentation Services		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85810330	REINVENTING INVENTION	
<b>Serial Number:</b>	85810326	GET QUIRKY	
<b>Serial Number:</b>	85312009	QUIRKY	
<b>Serial Number:</b>	85977894	Q	
<b>Serial Number:</b>	85977893	QUIRKY	
<b>Serial Number:</b>	85399821	SOLO	
<b>Serial Number:</b>	85325432	BROOM GROOMER	
<b>Serial Number:</b>	85320268	PIVOT POWER	
<b>Serial Number:</b>	85320258	MANTIS	
<b>Serial Number:</b>	85320253	UNHAMPERED	
<b>Serial Number:</b>	85320244	CORDIES	
<b>Serial Number:</b>	85320238	CONTORT	
<b>Serial Number:</b>	85315930	INVENTED TOGETHER	
<b>Serial Number:</b>	85312026	Q QUIRKY	
<b>Serial Number:</b>	85204861	WE MAKE INVENTION ACCESSIBLE	
<b>Serial Number:</b>	85204858	MAKING INVENTION ACCESSIBLE	
<b>Serial Number:</b>	85315921	INVENTOGETHER	
<b>Serial Number:</b>	77946558	QUIRKY	

CH \$465.00 85810330

**CORRESPONDENCE DATA****Fax Number:** 8586385130*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 858-677-1400**Email:** susan.reynholds@dlapiper.com**Correspondent Name:** DLA Piper LLP (US)**Address Line 1:** 4365 Executive Drive, Suite 1100**Address Line 4:** San Diego, CALIFORNIA 92121**ATTORNEY DOCKET NUMBER:** 329034-609**NAME OF SUBMITTER:** Troy Zander**SIGNATURE:** /s/ Troy Zander**DATE SIGNED:** 04/30/2014**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 22, 2014 by and between COMERICA 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 as of September 25, 2013 (as the same may be amended, modified or supplemented from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of April 22, 2014, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans 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.

B. 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, 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 prompt and complete payment when due of its obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 any person, including 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

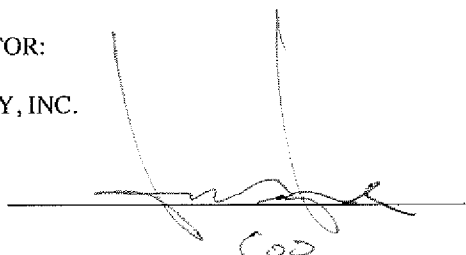
Address of Grantor:

Quirky, Inc.  
606 West 28th Street, 7th Floor  
New York, NY 10012  
Attn: General Counsel

Attn: Chief Executive Officer

GRANTOR:


QUIRKY, INC.

By: 

Title: COO

BANK:

COMERICA BANK

By: 

Title: VICE PRESIDENT

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Broom Groomer	VA0001852322	2/8/13
Broom Groomer	VA0001852371	2/8/13
Get Sh\$t Done	VA0001852367	3/4/13
Pluck	VA0001852374	2/8/13
Pluck	VA0001852373	2/8/13
Quirky Made Here	VA0001825099	5/23/12
Rake`n Tamp	VA0001852369	2/8/13
Rake`n Tamp	VA0001852366	2/8/13
Unhampered	VA0001852372	2/8/13
Yep, It's All Made Up	VA0001852328	1/26/13
Yep, It's All Made Up	TX0007656646	1/15/13

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Appl. No.</u>	<u>Issue/File Date</u>
Automotive windshield ice scraper	5263222	11/23/93
Projective helmet navigation system	6720870	4/13/04
Board sport simulator and training device	7488177	2/10/09
Device and method for stripping leaves from herbs and plants	7909687	3/22/11
Garment hanger	D621626	8/17/11
Stackable extension	D638587	5/24/11
Toilet paper dispenser and folder system	6651922	11/25/03
Reconfigurable plug strip	8262399	9/11/12
Reconfigurable plug adapter	8500492	8/6/13
Garment hanger	8523026	9/3/13
Waste receptacle	8555459	10/15/13
Reconfigurable plug strip	D667795	9/25/12
Reconfigurable plug adapter	D701169	3/18/14
Toilet paper dispenser and folder system	RE41718	9/21/10
Multi-purpose utility tool	12047797	3/13/08
Waste receptacle	13226745	9/7/11
Apparatus and methods for draining and serving a food item	13275820	10/18/11
Spray dispensing device	13461932	5/2/12
Apparatuses and methods relating to extension cord with integrated cord management	13569824	8/8/12
Apparatus and methods for removing material from a surface	13737766	1/9/13
Ironing board apparatus and methods	13755414	1/31/13
Multifunctional cooking utensil	13773821	2/22/13
Dry goods portion control container	13777168	2/26/13
Reconfigurable plug strip	8529289	9/10/13
Reconfigurable plug strip	D677630	3/12/13
Spray dispensing device	13771893	2/20/13
Waste receptacle	13767516	2/14/13
Spray dispensing device	13712719	12/12/12
Reconfigurable plug strip	13568833	8/7/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>File Date</u>
REINVENTING INVENTION	85810330	12/26/11
GET QUIRKY	85810326	12/26/11
QUIRKY	85312009	5/4/11
Q	85977894	5/4/11
QUIRKY	85977893	5/4/11
SOLO	85399821	8/17/11
BROOM GROOMER	85325432	5/19/11
PIVOT POWER	85320268	5/13/11
MANTIS	85320258	5/13/11
UNHAMPERED	85320253	5/13/11
CORDIES	85320244	5/13/11
CONTORT	85320238	5/13/11
INVENTED TOGETHER	85315930	5/9/11
Q QUIRKY	85312026	5/4/11
WE MAKE INVENTION ACCESSIBLE	85204861	12/23/10
MAKING INVENTION ACCESSIBLE	85204858	12/23/10
INVENTOGETHER	85315921	5/9/11
QUIRKY	77946558	2/27/10