

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338789

| | | | |
|---|---------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Quirky, Inc. | | 04/22/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Road, M/C 7578 | | |
| Internal Address: | Attn: National Documentation Services | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86580717 | POPPY | |
| Serial Number: | 86314330 | PRODUCTS INVENTED BY REAL PEOPLE LIKE YO | |
| Serial Number: | 86442911 | OHNO | |
| Serial Number: | 86314324 | INVENTED BY REAL PEOPLE LIKE YOU | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8586385130 | | |
| <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: | 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: | 04/20/2015 | | |
| Total Attachments: 5 | | | |

CH \$115.00 86580717

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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

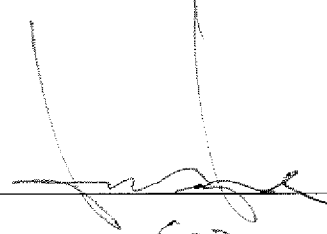
Attn: Chief Executive Officer

GRANTOR:

QUIRKY, INC.

By:

Title:



COO

Address of Bank:


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

BANK:

COMERICA BANK

By:

Title:



VICE PRESIDENT

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 |
| Introducing Branch by Quirky | PA0001899811 | 6/25/14 |

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 |
| Scraping device | D705511 | 5/20/14 |
| Mobile device case | D713395 | 9/16/14 |
| Air conditioning apparatus panel | D723675 | 3/3/15 |
| Egg yolk separation apparatus and methods | 13737740 | 1/9/13 |
| Wrappable extension cord apparatus and methods | 13943409 | 7/16/13 |
| Push up apparatus and methods | 13952942 | 7/29/13 |
| Reconfigurable plug strip | 13962627 | 8/8/13 |
| Apparatus comprising power strip and battery | 14062587 | 10/14/13 |
| Reconfigurable plug strip | 14149612 | 1/7/14 |
| Snow removal apparatus and related methods | 14192795 | 2/27/14 |
| Multifunctional broom and apparatus and related methods | 14192657 | 2/27/14 |
| Scissor apparatus and related methods | 14197868 | 3/5/14 |

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 |
| POPPY | 86580717 | 3/30/15 |
| PRODUCTS INVENTED BY REAL PEOPLE LIKE YOU | 86314330 | 6/19/14 |
| OHNO | 86442911 | 11/3/14 |
| INVENTED BY REAL PEOPLE LIKE YOU | 86314324 | 6/19/14 |