

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370178

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900345204

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUIRKY, INC.		11/20/2015	CORPORATION: DELAWARE
WINK, INC.		11/20/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	FLEXTRONICS INTERNATIONAL USA INC.
<b>Street Address:</b>	6201 AMERICAS CENTER DRIVE
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95002
<b>Entity Type:</b>	CORPORATION: CALIFORNIA
<b>Name:</b>	WINK ACQUISITION CORPORATION
<b>Street Address:</b>	6201 AMERICAS CENTER DRIVE
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95002
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Serial Number:</b>	86314732	WINK
<b>Serial Number:</b>	86314740	WINK APP READY NO WINK HUB REQUIRED
<b>Serial Number:</b>	86314750	WINK APP COMPATIBLE WINK HUB REQUIRED

## CORRESPONDENCE DATA

Fax Number: 3128767934

*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.*

Phone: 312-876-8000

Email: patents.us@dentons.com

Correspondent Name: Dentons

Address Line 1: 233 South Wacker Drive, Suite 7800

Address Line 4: Chicago, ILLINOIS 60606

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	FLEX
<b>NAME OF SUBMITTER:</b>	Karthika Perumal
<b>SIGNATURE:</b>	/Karthika Perumal/
<b>DATE SIGNED:</b>	01/22/2016

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "*IP Assignment*"), dated as of November 20, 2015, is entered into by and among WINK, INC., a Delaware corporation ("*Wink*"), and QUIRKY, INC., a Delaware corporation ("*Quirky*") and, together with Wink, the "*Assignor*") and FLEXTRONICS INTERNATIONAL USA INC., a California corporation ("*Buyer*") and Wink Acquisition Corporation, a Delaware corporation (the "*Assignee*").

### RECITALS:

WHEREAS, the Buyer has requested that the IP Assets and all related Intellectual Property Rights be transferred to Assignee;

WHEREAS, pursuant to the terms and conditions of an Asset Purchase Agreement, dated as of September 21, 2015 (the "*Asset Purchase Agreement*"), by and between the Assignor and Buyer; the Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor's right, title and interest in and to the IP Assets of the Assignor and all of the related Intellectual Property Rights, all on the terms and subject to the conditions set forth in the Asset Purchase Agreement (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement);

WHEREAS, the IP Assets include all Copyright Rights, Software, Trademark Rights, Patent Rights, Documentation, Trade Secrets, Domain Names and Web Sites;

WHEREAS, the Assignee wishes to acquire, and the Assignor wishes to transfer all right, title and interest in and to the IP Assets of the Assignor and the related Intellectual Property Rights;

WHEREAS, in connection with the Closing, Assignee, Buyer, and Assignor have entered into that certain Bill of Sale and Assignment and Assumption Agreement, dated as of even date herewith, (the "*Bill of Sale*") pursuant to which, among other things, the parties consummated the sale, conveyance, assignment, transfer and delivery to Assignee of the Purchased Assets including the IP Assets of the Assignor and all of the related Intellectual Property Rights; and

WHEREAS, Assignor, Buyer, and Assignee now desire to enter into this IP Assignment for the purpose of recording the sale, conveyance, assignment, transfer and delivery to Assignee of the IP Assets of the Assignor and all of the related Intellectual Property Rights with any applicable Governmental Entity worldwide.

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the Asset Purchase Agreement and the Bill of Sale, the receipt and sufficiency of which are hereby acknowledged, Assignor, Buyer, and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee without any restrictions, limitations or reservations, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of Assignor's right, title

and interest in and to the IP Assets and related Intellectual Property Rights, including, without limitation:

(a) the Trademarks listed on **Exhibit A** and all Trademark Rights associated therewith;

(b) the Patents listed on **Exhibit B** and all Patent Rights associated therewith;  
and

(c) the Domain Names and Web Sites (including all sub-domains and related URLs) listed on **Exhibit C** and all Intellectual Property Rights in and to such Domain Names and Web Sites;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) any and all rights to the IP Assets included in the Purchased Assets , including without limitation those set forth in Sections 2.1(a) and 2.1(b) of the Asset Purchase Agreement.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, the Commissioner of Trademarks of the United States, the Librarian of Congress of the United States and any other official of any applicable Governmental Entity worldwide and each registrar of a Domain Name or Web Site, to record all registrations and applications for registration included in such IP Assets and Intellectual Property Rights in the name of Assignee and issue any and all registrations from any and all applications for registration included in such IP Assets and Intellectual Property Rights to and in the name of Assignee.

3. Further Assurances. The Assignor agrees to execute all documents necessary to perfect, register, and/or record this IP Assignment and the rights of the Assignee to the IP Assets and the related Intellectual Property Rights as the Assignee reasonably deem appropriate provided, however, that the Assignee shall not be obligated to pay any material consideration or incur any material costs in connection therewith. If the Assignor does not, within five (5) business days of presentment by the Assignee of documents necessary to register the transfer to the Assignee of the rights of the Assignor in and to the IP Assets and the related Intellectual Property Rights, execute and return such documents to the Assignee, then the Assignee is hereby granted a limited power of attorney to execute such documents on behalf of the Assignor. This power of attorney is coupled with an interest and is irrevocable.

4. Interpretation. This IP Assignment has been executed and delivered by the Assignor for the purpose of recording the sale, conveyance, assignment, transfer and delivery to Assignee of the IP Assets and the related Intellectual Property Rights with any applicable Governmental Entity worldwide. This IP Assignment is intended to implement the provisions of the Asset Purchase Agreement and the Bill of Sale, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. In the event of any conflict or

inconsistency between the terms of this IP Assignment and the terms and conditions of the Asset Purchase Agreement or the Bill of Sale, the terms and conditions of the Asset Purchase Agreement or the Bill of Sale, as the case may be, shall govern.

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

6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and any such executed counterpart may be delivered by transmission of the manually signed document by facsimile transmission or in "pdf" form delivered by electronic mail, and such facsimile or "pdf" representation of such manual signature shall constitute execution thereof.

7. Governing Law; Jurisdiction. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of New York (i.e., without regard to its conflicts of law rules). All disputes arising out of or related to this IP Assignment, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto will each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the extent the jurisdiction of the Bankruptcy Court is applicable. If the jurisdiction of the Bankruptcy Court is not applicable, any legal action, suit or proceeding arising out of or relating to this IP Assignment, each and every agreement and instrument contemplated hereby or the transactions contemplated hereby and thereby shall be instituted in any Federal court of the Southern District of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

WINK, INC.

By: [Signature]  
Name: Charlie Kwalwasser  
Title: Secretary

STATE OF New York  
COUNTY OF New York

On this 20 day of November 2015, before me, a Notary Public in and for the State and County foresaid, personally appeared Charles Kwalwasser, known by me to be the person above named and an officer of Wink, Inc., who is duly authorized to execute this Assignment on behalf of Wink, Inc. and who signed and executed the foregoing instrument on behalf of Wink, Inc.

Notary Public: [Signature]  
My Commission Expires: 11-3-19

TRAMELIA NICOLE BRATHWAITE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BR6166898  
Qualified in New York County  
My Commission Expires November 03, 2019

QUIRKY, INC.

By: [Signature]  
Name: Charlie Kwalwasser  
Title: Chief Administrative Officer

STATE OF New York  
COUNTY OF New York

On this 20 day of November 2015, before me, a Notary Public in and for the State and County foresaid, personally appeared Charles Kwalwasser, known by me to be the person above named and an officer of Quirky, Inc., who is duly authorized to execute this Assignment on behalf of Quirky, Inc. and who signed and executed the foregoing instrument on behalf of Quirky, Inc.

Notary Public: [Signature]  
My Commission Expires: 11-3-19

TRAMELIA NICOLE BRATHWAITE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BR6166898  
Qualified in New York County  
My Commission Expires November 03, 2019

*Intellectual Property Assignment Signature Page*

FLEXTRONICS INTERNATIONAL USA INC.

By: [Signature]  
Name: Timothy L. Stewart  
Title: VP - Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of November 2015, before me, a Notary Public in and for the State and County  
foresaid, personally appeared \_\_\_\_\_, known by me to be the person  
above named and an officer of Flextronics International USA Inc., who is duly authorized to  
execute this Assignment on behalf of Flextronics International USA Inc. and who signed and  
executed the foregoing instrument on behalf of Flextronics International USA Inc.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*see attached*

WINK ACQUISITION CORPORATION

By: [Signature]  
Name: Steven H. Jackson  
Title: VP - Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of November 2015, before me, a Notary Public in and for the State and County  
foresaid, personally appeared \_\_\_\_\_, known by me to be the person  
above named and an officer of Wink Acquisition Corporation, who is duly authorized to execute  
this Assignment on behalf of Wink Acquisition Corporation and who signed and executed the  
foregoing instrument on behalf of Wink Acquisition Corporation.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*see attached*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

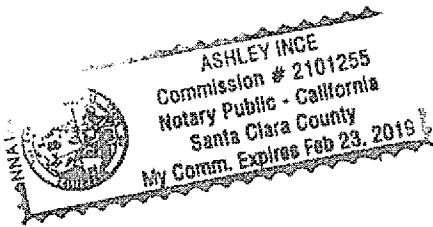
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On Nov. 20, 2015 before me, Ashley Ince, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Steve Jackman  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

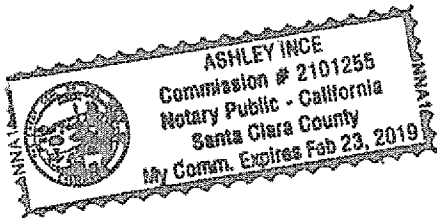
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Santa Clara )
On Nov 20, 2015 before me, Ashley Ince, Notary Public.
Date Here Insert Name and Title of the Officer
personally appeared Tim Stewart
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

Exhibit A

Trademark Applications and Registered Trademarks

Title	US Applications	Classes
WINK LOGO	US filed 6/19/14 App 86/314,732	Class 9, 42
WINK NO HUB SEAL	US filed 6/19/14 App 86/314,740	Class 9
WINK NEED HUB SEAL	US filed 6/19/14 App 86/314,750	Class 9

Exhibit B

Patent Applications and Patents

Title	US Applications	Foreign Applications	Status
WINK RELAY	PA 3.24.14 61/969,725 UA 3.24.15 14/667,127	PCT 3.24.15 PCT/US15/22247	Pending

Exhibit C

Domain Names and Web Sites  
(including all sub-domains and related URLs)

The following constitute the domain names owned or controlled by Seller:

www.wink.com  
www.winkapp.com  
www.wink.sucks  
www.therobotbutler.com

The Web sites located at the following URLs constitute all Web sites owned or controlled by Seller:

www.wink.com  
www.winkapp.com  
www.therobotbutler.com