

900459570 07/24/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM483196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Q Holdings LLC		07/24/2018	Limited Liability Company: Delaware

RECEIVING PARTY DATA

Name:	Quirky IP Licensing, LLC
Street Address:	601 West 26th Street, Suite 1762
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Liability Company: Delaware

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	87688562	HEXAPOD
Serial Number:	86580717	POPPY
Serial Number:	86314330	PRODUCTS INVENTED BY REAL PEOPLE LIKE YO
Serial Number:	86314324	INVENTED BY REAL PEOPLE LIKE YOU
Serial Number:	85325432	BROOM GROOMER
Serial Number:	85320244	CORDIES
Serial Number:	85320238	CONTORT
Serial Number:	85977894	Q
Serial Number:	85977893	QUIRKY
Serial Number:	85399821	SOLO
Serial Number:	85320268	PIVOT POWER
Serial Number:	85320258	MANTIS
Serial Number:	85320253	UNHAMPERED
Serial Number:	85315930	INVENTED TOGETHER
Serial Number:	85315921	INVENTOGETHER
Serial Number:	85312026	Q QUIRKY,
Serial Number:	85312009	QUIRKY
Serial Number:	85204861	WE MAKE INVENTION ACCESSIBLE
Serial Number:	85204858	MAKING INVENTION ACCESSIBLE

OP \$540.00 87688562

Property Type	Number	Word Mark
Serial Number:	85810330	REINVENTING INVENTION
Serial Number:	77946558	QUIRKY

CORRESPONDENCE DATA

Fax Number: 8668643947

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: 973-828-1284

Email: tm@myerswolins.com

Correspondent Name: Myers Wolin, LLC

Address Line 1: 100 Headquarters Plaza

Address Line 2: West Tower, 7th Floor

Address Line 4: Morristown, NEW JERSEY 07960

NAME OF SUBMITTER:	Harris A. Wolin
SIGNATURE:	/Harris A. Wolin/
DATE SIGNED:	07/24/2018

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made on July 24, 2018, by and between **Q HOLDINGS LLC**, a Delaware Limited Liability Company, having a principal address at 110 Wall Street, 4th Floor, New York, New York 10005 ("Assignor"), and **QUIRKY IP LICENSING LLC**, a Delaware Limited Liability Company, with a principal address at 601 West 26th Street, Suite 1762, New York, NY 10010 ("Assignee"), pursuant to an Asset Purchase Agreement, ("APA Agreement") dated as of November 24, 2015, and between Assignor and Assignee. In the event of a conflict between this Assignment and the XXX Agreement, the XXX Agreement shall take precedence.

RECITALS:

Assignor has rights to the following United States trademarks applications and registrations (the "Marks"):

Mark	Serial Number	Country
HEXAPOD	87688562	US
POPPY	86580717	US
PRODUCTS INVENTED BY REAL PEOPLE LIKE YOU	86314330	US
INVENTED BY REAL PEOPLE LIKE YOU	86314324	US
BROOM GROOMER	85325432	US
CORDIES	85320244	US
CONTORT	85320238	US
Q	85977894	US
QUIRKY	85977893	US
SOLO	85399821	US
PIVOT POWER	85320268	US
MANTIS	85320258	US
UNHAMPERED	85320253	US
INVENTED TOGETHER	85315930	US
INVENTOGETHER	85315921	US
Q QUIRKY	85312026	US
QUIRKY	85312009	US
WE MAKE INVENTION ACCESSIBLE	85204861	US
MAKING INVENTION ACCESSIBLE	85204858	US
REINVENTING INVENTION	85810330	US
QUIRKY	77946558	US

Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all good will and all other rights associated with the Marks.

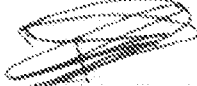
NOW, THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.

2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the following:
 - a) The Marks;
 - b) All common law rights and good will associated with the Marks; and
 - c) The right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, but at no expense to Assignor, it will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignee hereby accepts the assignment and conveyance of the Marks.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

Q HOLDINGS LLC

By:  _____

Name: Daniel Setton

Title: CEO

Date: 7-17-18

QUIRKY IP LICENSING LLC

By:  _____

Name: Daniel Setton

Title: CEO

Date: 7-17-18