

Form PTO-1595 (Rev. 09-08)  
OMB No. 0651-0027 (exp. 10/31/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Ian Desberg

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: MerchSource, LLC

Internal Address: \_\_\_\_\_

Street Address: 19517 Pauling

City: Foothill Ranch

State: California

Country: U.S. Zip: 92610

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 11/03/2011

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

29/403,164

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Jennifer H. Hamilton

Internal Address: \_\_\_\_\_

Street Address: The Eclipse Group LLP  
6345 Balboa Blvd., Suite 325

City: Encino

State: CA Zip: 91316

Phone Number: (818) 488-8141

Fax Number: (818) 332-4205

Email Address: PTDocketing@eclipsegrp.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

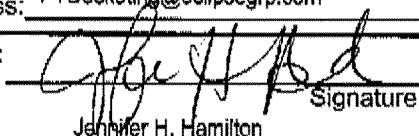
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 50-2542

Authorized User Name Jennifer H. Hamilton

**9. Signature:**

  
Signature  
Jennifer H. Hamilton

11/16/11  
Date

Total number of pages including cover sheet, attachments, and documents: 4

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 29403164

Atty. Docket: MS11016USDP

PATENT

### CONFIRMATORY ASSIGNMENT

This Assignment ("Assignment") shall be effective as of October 2, 2011 ("Effective Date") by and between:

Ian Desberg, having a place of residence at 5950 Doyle St., #13, Emeryville, CA 94608 ("ASSIGNOR"); and

MerchSource, LLC, a California limited liability company, having a principal place of business at 19517 Pauling, Foothill Ranch, CA 92610 ("COMPANY").

#### **1.0 BACKGROUND**

1.1 ASSIGNOR, through his engagement for services with COMPANY, as either employee or contractor, as the case may be, invented certain new and useful invention and/or improvement as described and set forth in an application for Letters Patent of the United States titled "TOY WORK BENCH," U.S. Design Patent Application Serial No. 29/403,164 filed on October 2, 2011 and any foreign counterpart patent application to which priority is claimed, and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of his patent application shall be referred to as the "Invention."

1.2 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment to confirm COMPANY's ownership in and to formally transfer to COMPANY all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

#### **2.0 ASSIGNMENT**

2.1 ASSIGNOR sells, assigns and transfers to COMPANY the full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNOR does hereby assign all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to COMPANY.

2.2 ASSIGNOR also assigns all of his right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR further transfers and assigns to COMPANY all causes of action, rights, and remedies arising under any such patent or application prior to or after the Effective Date of his Agreement.

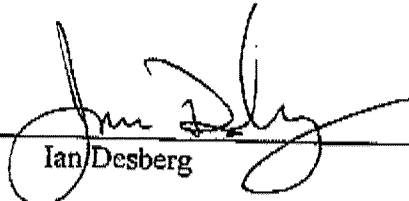
2.4 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Atty. Docket: MS11016USDP

PATENT

2.5 ASSIGNOR further covenants that, upon COMPANY's request, ASSIGNOR will promptly provide COMPANY with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to COMPANY or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of COMPANY, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assignees.

Date: 11-3-11By:   
Ian Desberg