

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	ASSIGNMENT																		
CONVEYING PARTY DATA																			
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Lester A. QUIMPO</td> <td>01/19/2013</td> </tr> <tr> <td>Jesus A. QUIMPO</td> <td>02/26/2013</td> </tr> <tr> <td>Cezar BILLENA</td> <td>01/26/2013</td> </tr> <tr> <td>Nilo CRISTAL</td> <td>01/25/2013</td> </tr> <tr> <td>Paul DOWD</td> <td>01/22/2013</td> </tr> <tr> <td>Bruce MCLELLAN</td> <td>02/05/2013</td> </tr> <tr> <td>Creative Engineering, LLC</td> <td>01/22/2013</td> </tr> <tr> <td>McLellan Engineering, Inc.</td> <td>02/05/2013</td> </tr> </tbody> </table>		Name	Execution Date	Lester A. QUIMPO	01/19/2013	Jesus A. QUIMPO	02/26/2013	Cezar BILLENA	01/26/2013	Nilo CRISTAL	01/25/2013	Paul DOWD	01/22/2013	Bruce MCLELLAN	02/05/2013	Creative Engineering, LLC	01/22/2013	McLellan Engineering, Inc.	02/05/2013
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<table border="1"> <tr> <td>Name:</td> <td>Quirky, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>606 West 28th Street</td> </tr> <tr> <td>Internal Address:</td> <td>7th Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10001</td> </tr> </table>		Name:	Quirky, Inc.	Street Address:	606 West 28th Street	Internal Address:	7th Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10001						
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PROPERTY NUMBERS Total: 2																			
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6651922</td> </tr> <tr> <td>Patent Number:</td> <td>RE41718</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6651922	Patent Number:	RE41718												
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Patent Number:	6651922																		
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CORRESPONDENCE DATA																			
Fax Number:	2125750671																		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																			
Phone:	2127929200																		
Email:	dxo@cll.com																		
Correspondent Name:	Steven D. Underwood																		
Address Line 1:	1133 Avenue of the America																		

OP \$80.00 6651922

Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 29630.038 & 29630.039

NAME OF SUBMITTER: Steven D. Underwood

Total Attachments: 8

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ASSIGNMENT

Lester Quimpo, residing at 1847 Hunt Ave., Bronx, NY 10462,
Jesus Quimpo, residing at 34 Manager St., GSIS Village, Quezon City, Philippines,
Cezar Billena, residing at 2351 Tiemann Avenue, Bronx, NY 10469,
Nilo Cristal, residing at 2029 Herring Avenue, Bronx, NY 10461,
Paul Dowd, residing at 38 Millburn Street, Bronxville, NY 10708, in his personal capacity and on behalf of Creative Engineering, LLC, having an address at 38 Millburn Street, Bronxville, NY 10708, and
Bruce McLellan, in his personal capacity and on behalf of McLellan Engineering, Inc., having an address at P.O. Box 1419, Round Rock, Texas 78680-0356
(each individually, and collectively, referred to as "Assignor") has made an invention(s) (the "Invention(s)"), and/or by operation of law or otherwise has acquired rights to such Invention(s), set forth in applications for patent of the United States, entitled TOILET PAPER DISPENSER AND FOLDER SYSTEM, bearing Application No. 10/040,991, filed on January 7, 2002, and issued as US Patent No. 6,651,922, and bearing Application No. 11/004,793, filed on December 3, 2004, and issued as US Patent No. RE41,718.

WHEREAS, Quirky, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 606 West 28th Street, 7th Floor, New York, NY 10001, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent and issued patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications and infringements of any patent; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent and issued patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified above or any application(s) for patent claiming the invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e) and infringements of any patent issuing therefrom; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the invention(s), that the invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COWAN LIEBOWITZ & LATMAN to insert in the spaces provided above the attorney docket number of the application and patent identified above.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

[SIGNATURE ON FOLLOWING PAGE]

Date: 1-19-13

By: Lester A. Quimpo

Name: LESTER A. QUIMPO

State of NY)
County of Bronx) ss.

On 1/19/13, before me, Deborah Tomblin,
Notary Public, personally appeared Lester Quimpo,

personally known to me or 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.

WITNESS my hand and official seal.

[Handwritten Signature]


Signature of Notary Public

DEBORAH TOMBLIN
Notary Public, State of New York
Qualified in Bronx County
No. 01TO6258896
My Commission Expires 04-02-2016

Place Notary Seal Above

My Commission Expires: 4/2/2016

Date: 01-26-13

By: 

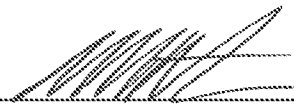
Name: CEZAR BILERA

State of New York)
) ss.
County of Bronx)

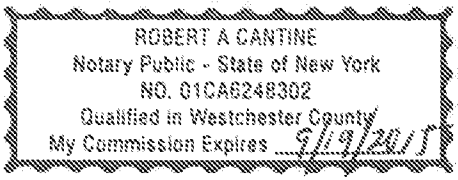
On 26 January 2013, before me, Robert Cantine
Notary Public, personally appeared Cezar L. Billera

personally known to me or 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.

WITNESS my hand and official seal.



Signature of Notary Public

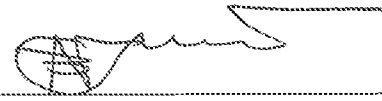


Place Notary Seal Above

My Commission Expires: 9/19/2015

Date: January 25, 2013

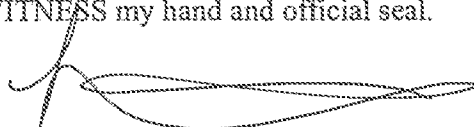
By: _____



Name: Nilo Cristal

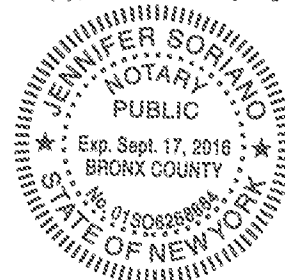
State of New York)
 County of Bronx) ss.
 On 1/25/13., before me, Jennifer Soriano,
 Notary Public, personally appeared Nilo Cristal,
 personally known to me or proved to me on the basis of satisfactory evidence, to be the
 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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.

WITNESS my hand and official seal.



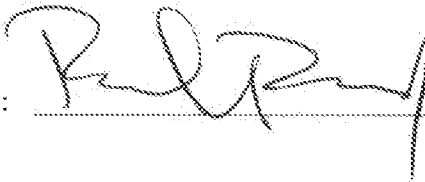
Signature of Notary Public

My Commission Expires: 9/17/16.



Place Notary Seal Above

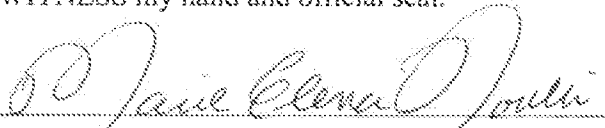
Date: 1/22/13

By: 

Name: PAUL DOUD

State of New York)
 County of Westchester) ss.
 On January 22, 2013, before me, Marie Elena Novelli,
 Notary Public, personally appeared Paul Doud,
 personally known to me or 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.

WITNESS my hand and official seal.


 Signature of Notary Public

MARIE ELENA NOVELLI
 Notary Public, State of New York
 No. 01NO6224646
 Qualified in Westchester County
 Commission Expires July 6, 2014

Place Notary Seal Above

My Commission Expires: July 6, 2014

Date: Feb 5 2013

By: Bruce McHollow

Name: Bruce McHollow

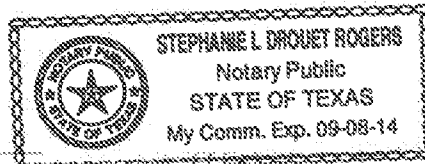
State of TEXAS)
County of WILLIAMSON) ^{ss.}

On 5 FEBRUARY 2013, before me, S D ROGERS,
Notary Public, personally appeared BRUCE C. McLELLAN,
personally known to me or 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.

WITNESS my hand and official seal.

[Handwritten Signature]

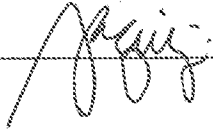
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 9-8-14

Date: February 26, 2013

By: 

Name: Jesus A. Quimpo Jr.

Witness #1:

Date: February 26, 2013

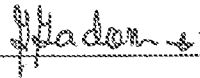
By: 

Name: JOYCE WINIFRED A. QUIMPO

Address: 34 Manager Street GSIS Village, Quezon City, Philippines 1116

Witness #2:

Date: February 26, 2013

By: 

Name: GICFE B. GADON

Address: 34 Manager Street GSIS Village, Quezon City, Philippines 1116