# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3537328

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name                | Execution Date |
|---------------------|----------------|
| JACOB DANIEL ZIEN   | 07/09/2014     |
| JORDAN DIATLO       | 06/26/2014     |
| KATE SARAH VALLON   | 06/03/2014     |
| STEVEN RICHARD REMY | 07/28/2014     |
| RICHARD GANAS       | 06/03/2013     |
| DAVID SUTTON        | 06/03/2014     |
| NICHOLAS OXLEY      | 06/03/2014     |

# **RECEIVING PARTY DATA**

| Name:             | QUIRKY, INC.            |  |
|-------------------|-------------------------|--|
| Street Address:   | 606 WEST 28TH STREET    |  |
| Internal Address: | 7TH FLOOR               |  |
| City:             | NEW YORK                |  |
| State/Country:    | State/Country: NEW YORK |  |
| Postal Code:      | 10001                   |  |

# **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14687225 |

### **CORRESPONDENCE DATA**

**Fax Number:** (212)479-6275

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:** 212 479 6000

Email: acoughlan@cooley.com

Correspondent Name: COOLEY LLP - ATTN.: PATENT GROUP
Address Line 1: 1299 PENNSYLVANIA AVNEUE, NW

Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

| ATTORNEY DOCKET NUMBER: | QUIR-001/07US 313886-2051 |
|-------------------------|---------------------------|
| NAME OF SUBMITTER:      | LESLY A. PIÑOL            |
| SIGNATURE:              | /Lesly A. Piñol/          |

| DATE SIGNED:  | 09/22/2015              |  |
|---|-------------------------|--|
| Total Attachments: 11                                 |                         |  |
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#### ASSIGNMENT

Jacob Daniel ZIEN, residing at 225 W. 86th Street, New York NY 10024; Jordan DIATLO, residing at 606 West 28th Street, 7th Floor, New York NY 10001; Kate Sarah VALLON, residing at 606 West 28th Street, 7th Floor, New York NY 10001; Steven Richard REMY, residing at 237 East 12 Street, #4A, New York NY 10003; Richard GANAS, residing at 606 West 28th Street, 7th Floor, New York NY 10001; David SUTTON, residing at 606 West 28th Street, 7th Floor, New York NY 10001; and Nicholas OXLEY, residing at 606 West 28th Street, 7th Floor, New York NY 10001 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled RECONFIGURABLE PLUG STRIP, and which is a:

| (1) | (a) to be filed herewith; or  (b) bearing Application No., and filed on; |
|-----|--|
|     |  |
| (2) | non-provisional application  |
|     | (a) to be filed herewith; or   |
|     | (b)  bearing Application No. 14/149,612, and filed on                    |
|     | January 7, 2014; and/or  |
|     | 그리아 말이 하고 아이가 되었다. 그리고 얼마를 맞는 바로 살아 있다고 있는 말했다.                          |
| (3) | □ PCT application  |
|     | (a) Examing Application No. PCT/US2014/010541, and                       |
|     | filed on January 7, 2014.  |

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 identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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);

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- (b) the application for patent identified in paragraph (1) (2) and/or (3);
- (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 in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (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
- (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 a lawful owner of an undivided interest in 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 Assignor, 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 COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

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.

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| Date: 7/9/14 By: W Jacob Daniel ZIEN   |
|--|
|  |
| State of New York  |
| County of New York ) ss.   |
| On July 9, 2014, before me, Charles Kirkurson, Notary Public, personally appeared Jacob Daniel Zien, |
| Notary Public, personally appeared Jacob Daniel Zien,  |
| 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.  |
|  |
|  |
| WITNESS my hand and official seal.   |
| 050  |
| Signature of Notary Public Place Notary Seal Above   |
|  |
| My Commission Expires: CHARLES STLART KWALWASSER   |
| No. 02KW2240811  Qualified in Kings County  Commission Emiliant                                      |

| Date: 6/26/19 By:   | END  |
|---|--|
| <i>/ /</i>  | Jordan DIATLO  |
| <b>A</b>  |  |
| State of New York,  | and the state of t |
| County of New York ) ss.  |  |
| l de la companya de | arles Kudwarsen.   |
| On June 26, 2014, before me, Che Notary Public, personally appeared Joudan I                                  | viato,   |
| who proved to me on the basis of satisfactory evidence  |  |
| name(s) is/are subscribed to the within instrument an   | d acknowledged to me that  |
| he/she/they executed the same in his/her/their authoriz   | ed 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.  |  |
| () 2  |  |
| Signature of Notary Public  | Place Notary Seal Above  |
|   |  |
| My Commission Expires:CHARLES   | STUART KWAI WA COM   |
| Notary P<br>N<br>Cumit  | ublic, State of New York<br>c. 02KW6246811   |
| Commissio   | n Expires August 15, 2015  |

| State of New York  | ********* |
|--|-----------|
| County of New York ) ss.   |           |
| On June 3 2014, before me, Charles Kanelwerce  | .9        |
| Notary Public, personally appeared Kate Vallan   | ,         |
| 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   | y         |
| his/her/their signature(s) on the instrument the person(s), or the entity upon behalf o which the person(s) acted, executed the instrument.                      | f         |
| when the person(s) acred, exceuted the instrument.   |           |
| WITNESS my hand and official seal.   |           |
| Signature of Notary Public Place Notary Seal Above   |           |
| My Commission Expires: CHARLES STUART KWALWASSER Notary Public, State of New York No. 02KW6246811  | ••••      |
| Qualified in Rings County  Commission Expires August 15, 2015  |           |

| Date: 7 25 14 By: Steven Richard REMY   |
|---|
| State of New York ) ss.  County of New York ) ss.  On July 28, 2014, before me, Charles Kwalwassar Notary Public, personally appeared Steven Richard Revry, 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.  |
| WITNESS my hand and official seal.  |
| Signature of Notary Public Place Notary Seal Above  |
| My Commission Expires:  |
| CHMALES STLIART KWALWASSER  Notary Public, State of New York No. 02KW5248811  Guellited in Kings County  Commission Expires August 15, 2015   |

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|                                       | Richard GANAS  |
|---------------------------------------|--|
| State of New York                     |  |
| State of New York  County of New York | ss.  |
| On June 3 2014                        | eared Richard Ganage,  |
| Notary Public, personally appe        | eared Richard Ganage   |
| who proved to me on the basis         | s of satisfactory evidence, to be the person(s) whose<br>ne within instrument and acknowledged to me that  |
|                                       | 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, execute    | ed the instrument.   |
|                                       |  |
| WITNESS my hand and official s        | eal.   |
| 01                                    | · · · · · · · · · · · · · · · · · · ·  |
| Signature of Notary Public            | Place Notary Seal Above  |
| My Commission Expires:                | CHARLES STUART KWALWASSER Notary Public, State of New York No. 02KW0248811   |
|                                       | Committee Control of C |

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Date: 6-3-2013

| Date: 06/03/14 By:                                    | 100   |
|---|---|
|   | David SUTTON                                    |
|   |   |
| State of Mu York )                                    |   |
| State of Mu York )  County of New York ) ss.          |   |
| On Tyne 3 2014, before me                             | Charles Kundwisse.                              |
| Notary Public, personally appeared 上れい                | id Sutton,                                      |
| who proved to me on the basis of satisfactory         |   |
| name(s) is/are subscribed to the within instru        | 그는 그는 그 가입하는 이 이렇게 되었다. 중입이 없다.                 |
| he/she/they executed the same in his/her/their        |   |
| his/her/their signature(s) on the instrument the p    | person(s), or the entity upon behalf of         |
| which the person(s) acted, executed the instrumen     |   |
|   |   |
| WITNINGS and the desired and                          |   |
| WITNESS my hand and official seal.                    |   |
|   |   |
| Signature of Notary Public                            | Place Notary Seal Above                         |
|   |   |
| My Commission Expires: CHARLES STUAL Notary Public. S | YT KWALWASSER<br>Seed of New York               |
| No. (210)   | W6245811<br>Kings County<br>res August 15, 2015 |

| Date: JUNE 3, 2014                   | Ву:   |
|--------------------------------------|---|
|                                      | Nicholas OXLEY  |
|                                      | V.  |
| State of New Xvk                     |   |
| County of New York                   | SS.   |
| on June 3 2014                       | , before me, Charles Kurelinescer,                      |
| Notary Public, personally appe       | , before me, Charles Circlisesser, ared Michiles Oxley, |
| who proved to me on the basis        | of satisfactory evidence, to be the person(s) whose     |
| name(s) is/are subscribed to the     | e within instrument and acknowledged to me that         |
| he/she/they executed the same i      | n his/her/their authorized capacity(ies), and that by   |
| his/her/their signature(s) on the in | nstrument the person(s), or the entity upon behalf of   |
| which the person(s) acted, execute   | d the instrument.                                       |
|                                      |   |
|                                      |   |
| WITNESS my hand and official se      | al.   |
|                                      |   |
| Signatura of Natory Public           | Place Notory Scot Above                                 |
| Signature of Notary Public           | Place Notary Seal Above                                 |
| My Commission Expires:               | Notary Public, State of New York<br>No. 024(VIC246611   |
| wiy Commission Expires.              |   |

|   | Title: General Counsel<br>Company: Quirky, Inc.  |
|---|--|
| State of New York  County of New York  On June 4th 2014, before me.  Notary Public, personally appeared Char who proved to me on the basis of satisfactory name(s) is/are subscribed to the within instru he/she/they executed the same in his/her/their his/her/their signature(s) on the instrument the p | evidence, to be the person(s) whose<br>ment and acknowledged to me that<br>authorized capacity(ies), and that by |
| which the person(s) acted, executed the instrument  | DIANA ROSA NUNEZ Notary Public, State of New York  |
| WITNESS my hand and official seal.  | No. 01NU6187441 Qualified in Bronx County Commission Expires May 19, 20 Ho                                       |
| Signature of Notary Public  | Place Notary Seal Above  |
| My Commission Expires: 5/19/11/6  |  |

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