

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5189054

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
QUIRKY IP LICENSING LLC	07/31/2018

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK HAPOALIM B.M.
<b>Street Address:</b>	1120 AVENUE OF THE AMERICAS
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036

**PROPERTY NUMBERS Total: 107**

Property Type	Number
Application Number:	29445582
PCT Number:	US1151522
Patent Number:	D701169
Patent Number:	8262399
Patent Number:	8529289
Application Number:	13962627
PCT Number:	US1253871
Patent Number:	8500492
Application Number:	14197852
Patent Number:	8555459
Patent Number:	8701243
Application Number:	61476663
Application Number:	13767516
Application Number:	61385547
PCT Number:	US1151521
Patent Number:	8523026
Application Number:	13275820
Application Number:	29404267
Patent Number:	6651922
Patent Number:	RE41718

PATENT

<b>Property Type</b>	<b>Number</b>
Application Number:	60982648
Patent Number:	8739414
Patent Number:	6720870
Patent Number:	7488177
Patent Number:	D621626
Patent Number:	7909687
Application Number:	61407569
Patent Number:	D638587
PCT Number:	US1158045
Application Number:	61486112
Application Number:	61565410
Application Number:	13461932
Application Number:	13712719
Application Number:	61556874
Application Number:	61622761
Application Number:	14529412
PCT Number:	US1236109
PCT Number:	US1250108
Patent Number:	8905780
Application Number:	61585472
Application Number:	13737766
PCT Number:	US1320883
Patent Number:	5263222
Patent Number:	D705511
Application Number:	61592696
Application Number:	13755414
Patent Number:	D713395
Application Number:	61622428
Application Number:	29418211
Application Number:	61647162
Application Number:	13773821
Application Number:	61672859
Application Number:	13943409
Application Number:	61677527
Application Number:	13777168
PCT Number:	US1350742
PCT Number:	US1351104
Application Number:	61678003

<b>Property Type</b>	<b>Number</b>
Application Number:	13952942
PCT Number:	US1352471
Application Number:	61717813
Application Number:	61774838
Application Number:	14062587
PCT Number:	US1366618
Patent Number:	D727814
Application Number:	61723347
Application Number:	61774720
Application Number:	14074345
PCT Number:	US1368936
Application Number:	61730605
Application Number:	13737740
Application Number:	13957797
PCT Number:	US1327179
Application Number:	61749608
Application Number:	61803504
Application Number:	14687225
Application Number:	61769873
Application Number:	14192795
PCT Number:	US1419157
Application Number:	61769877
PCT Number:	US1419154
Application Number:	61774250
Application Number:	14197868
PCT Number:	US1420720
Application Number:	61870823
Application Number:	14471965
PCT Number:	US1453229
Application Number:	61877213
Application Number:	14484851
PCT Number:	US1455370
Application Number:	62007780
Application Number:	61921343
Application Number:	61969725
Application Number:	14667182
Application Number:	14667127
PCT Number:	US1522255

Property Type	Number
Patent Number:	D723675
Application Number:	62040854
Application Number:	61937261
Application Number:	14617641
Application Number:	62140113
Application Number:	13378425
Patent Number:	D667795
Patent Number:	D677630
Patent Number:	9028274
Patent Number:	9027186
PCT Number:	US1410541

**CORRESPONDENCE DATA**

**Fax Number:** (312)464-3111

*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:** 312-464-3100

**Email:** chpatent@loeb.com

**Correspondent Name:** LOEB & LOEB LLP

**Address Line 1:** 321 N. CLARK STREET

**Address Line 2:** SUITE 2300

**Address Line 4:** CHICAGO, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	220846-10032
<b>NAME OF SUBMITTER:</b>	MELAINA D. JOBS
<b>SIGNATURE:</b>	/Melaina D. Jobs/
<b>DATE SIGNED:</b>	10/15/2018

**Total Attachments: 52**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2018 is made by QUIRKY IP LICENSING LLC, a Delaware limited liability company ("Grantor") with an address of 601 W. 26th Street, Suite 1762, New York, New York 10001, in favor of BANK HAPOALIM B.M. ("Lender") with an address of 1120 Avenue of the Americas, New York, NY 10036.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 31, 2018 by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or

any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Borrower's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.



(d) In the event that any of the Intellectual Property Collateral material to the operation of Borrower's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.



IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


QUIRKY IP LICENSING LLC

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED and ACKNOWLEDGED by:

**BANK HAPOALIM B.M.**

By:   
Name: **MITCHELL BARNETT**  
Title: **Executive Vice President**

By:   
Name:  
Title: **Joseph Romano**  
**First Vice President**

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY  
AGREEMENT

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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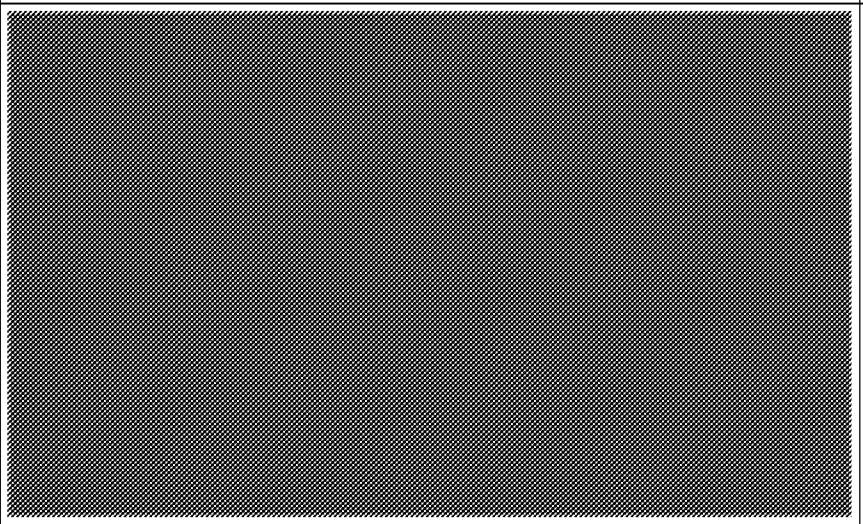
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3. PATENT LICENSES

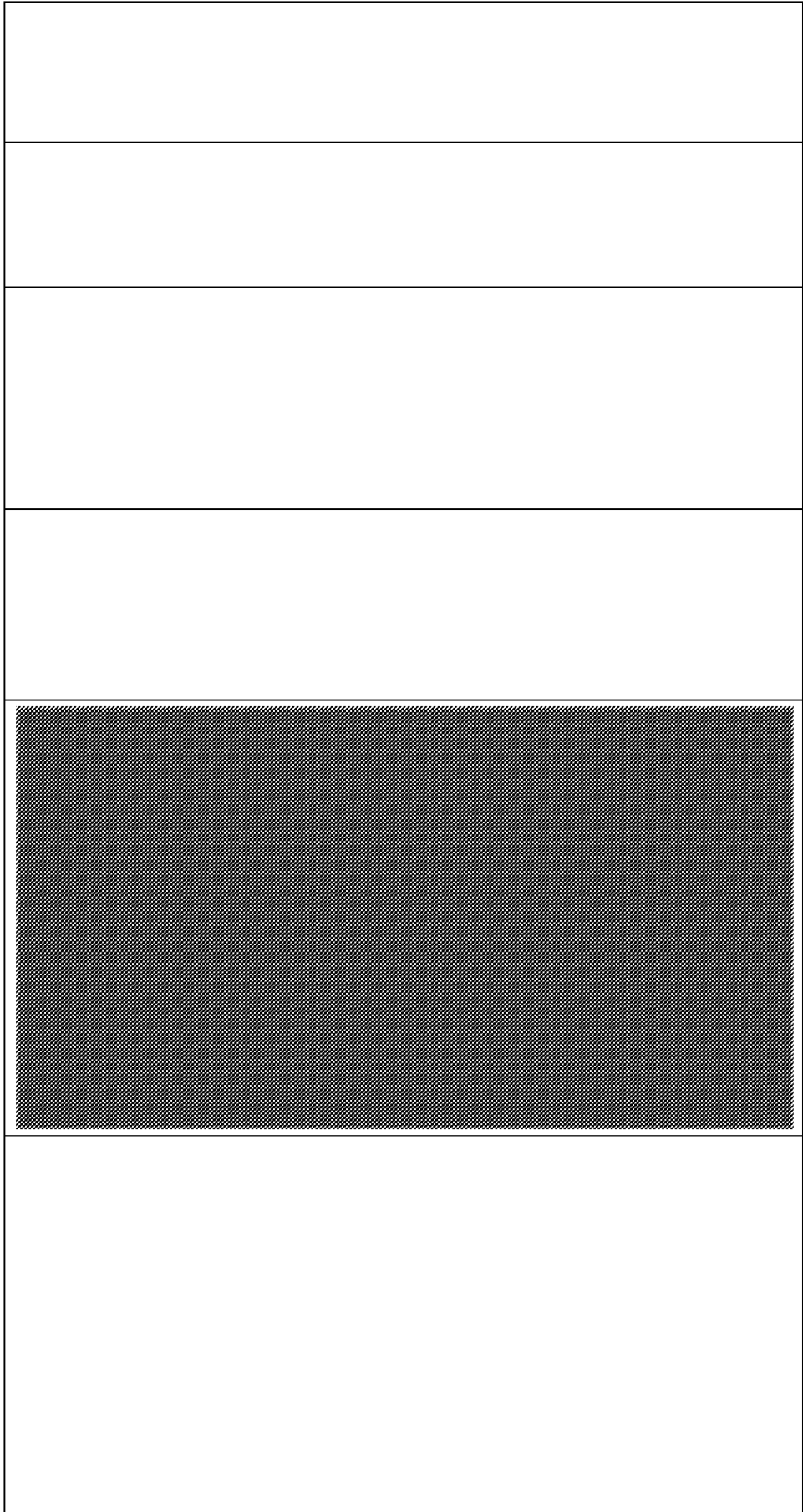
<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached.

PATENT APPLICATIONS, PATENTS

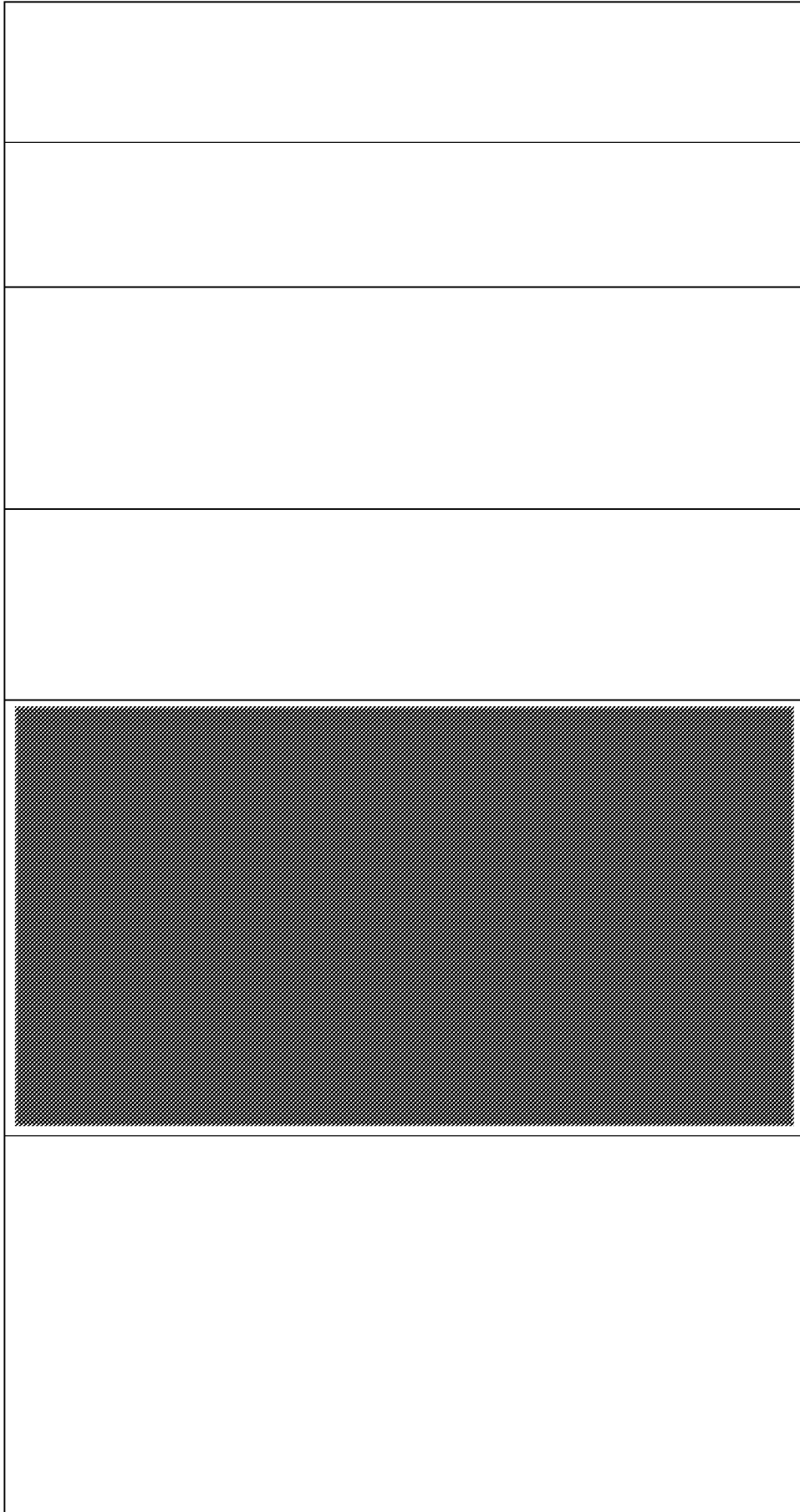
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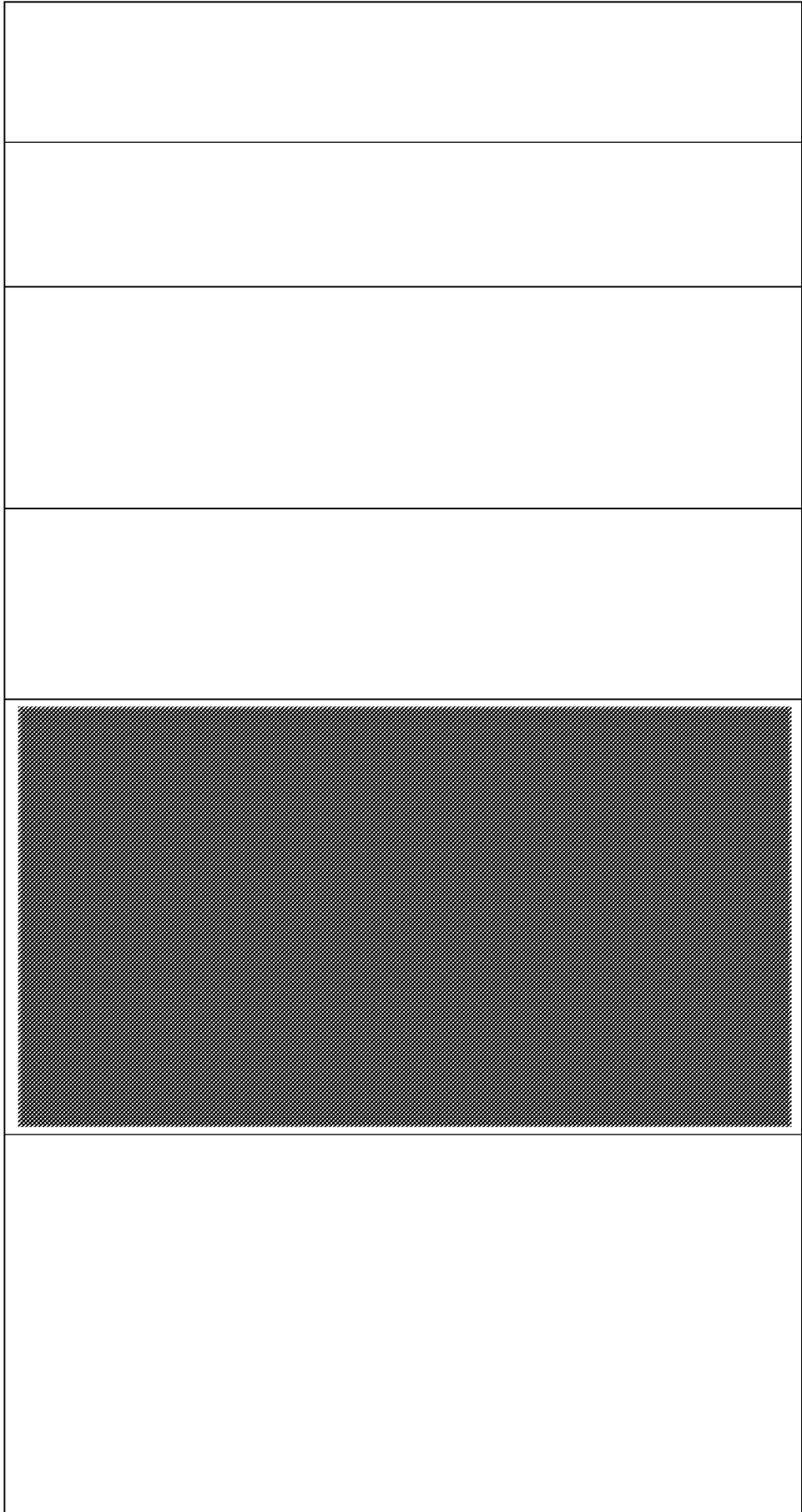
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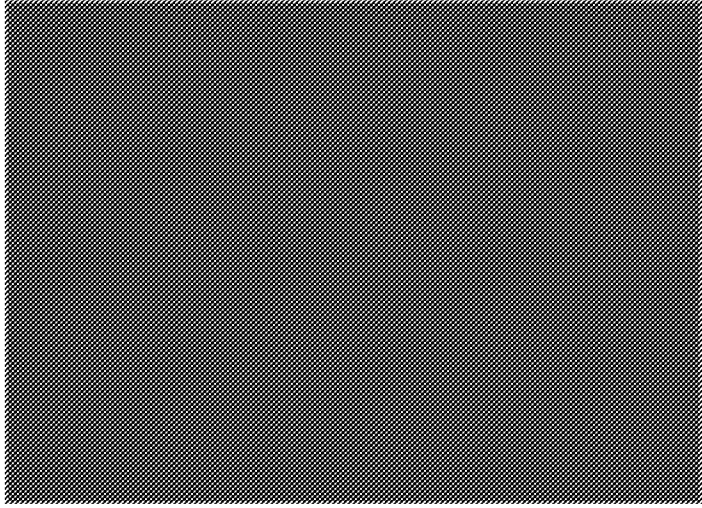
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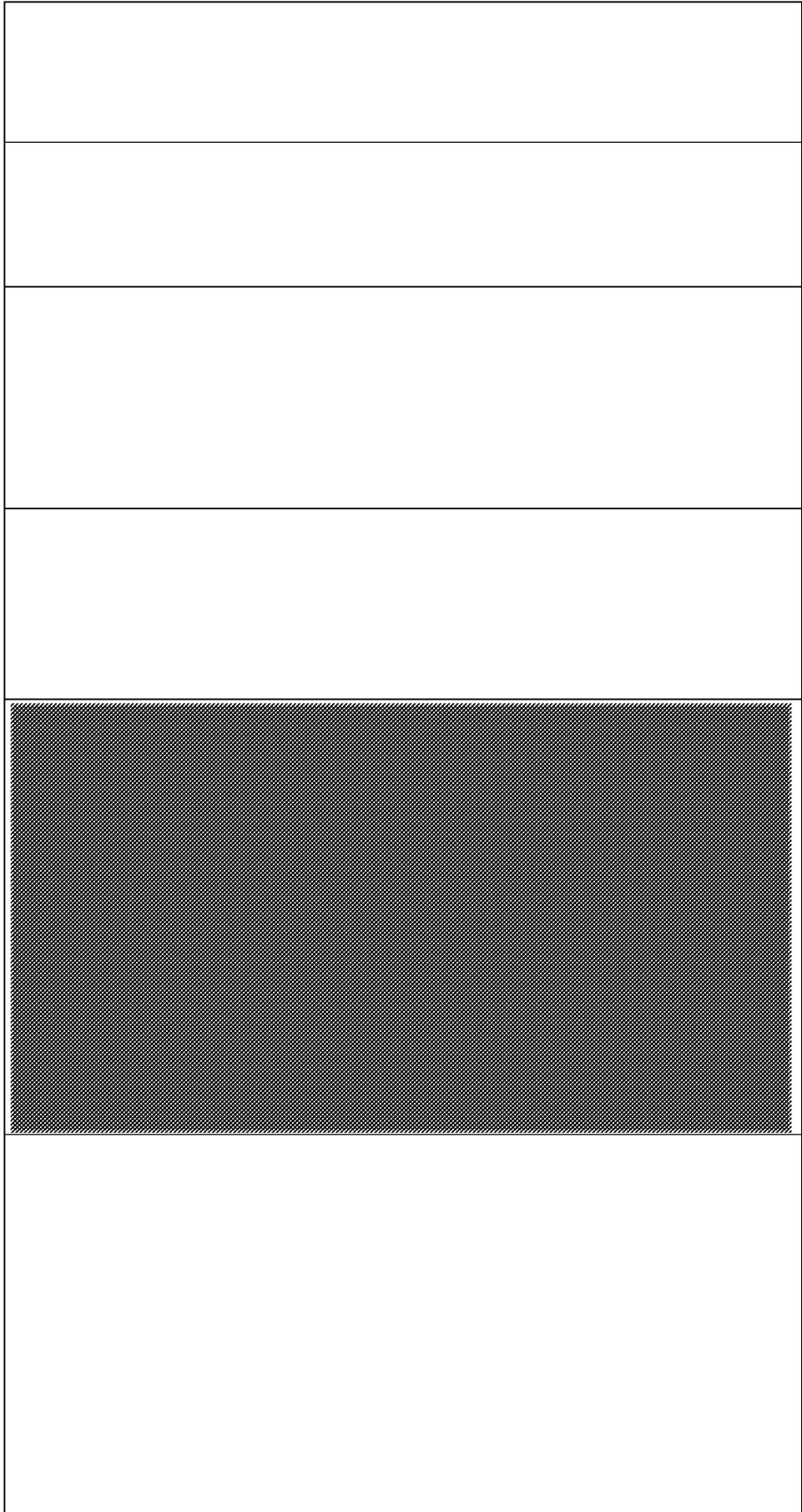


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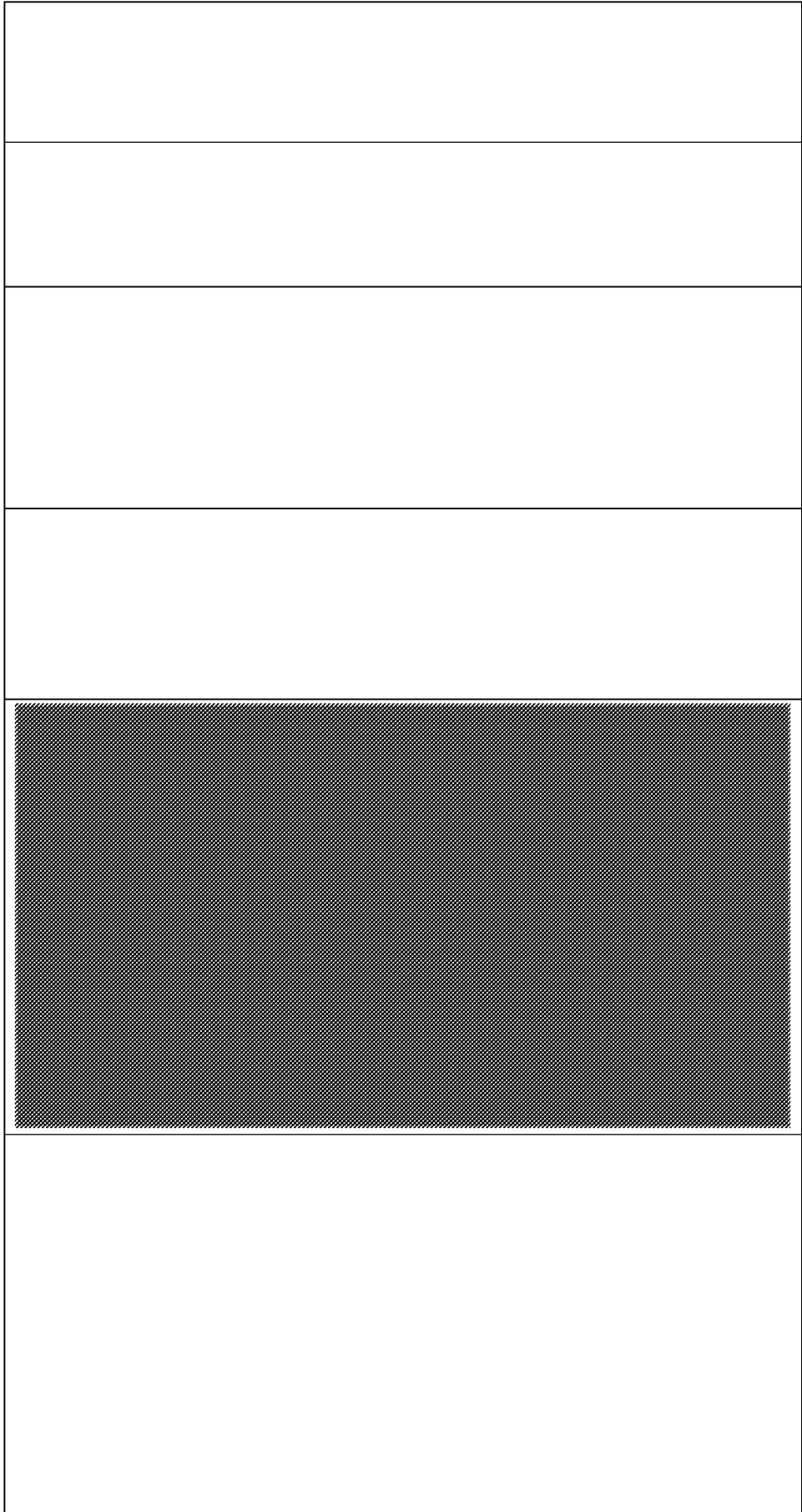
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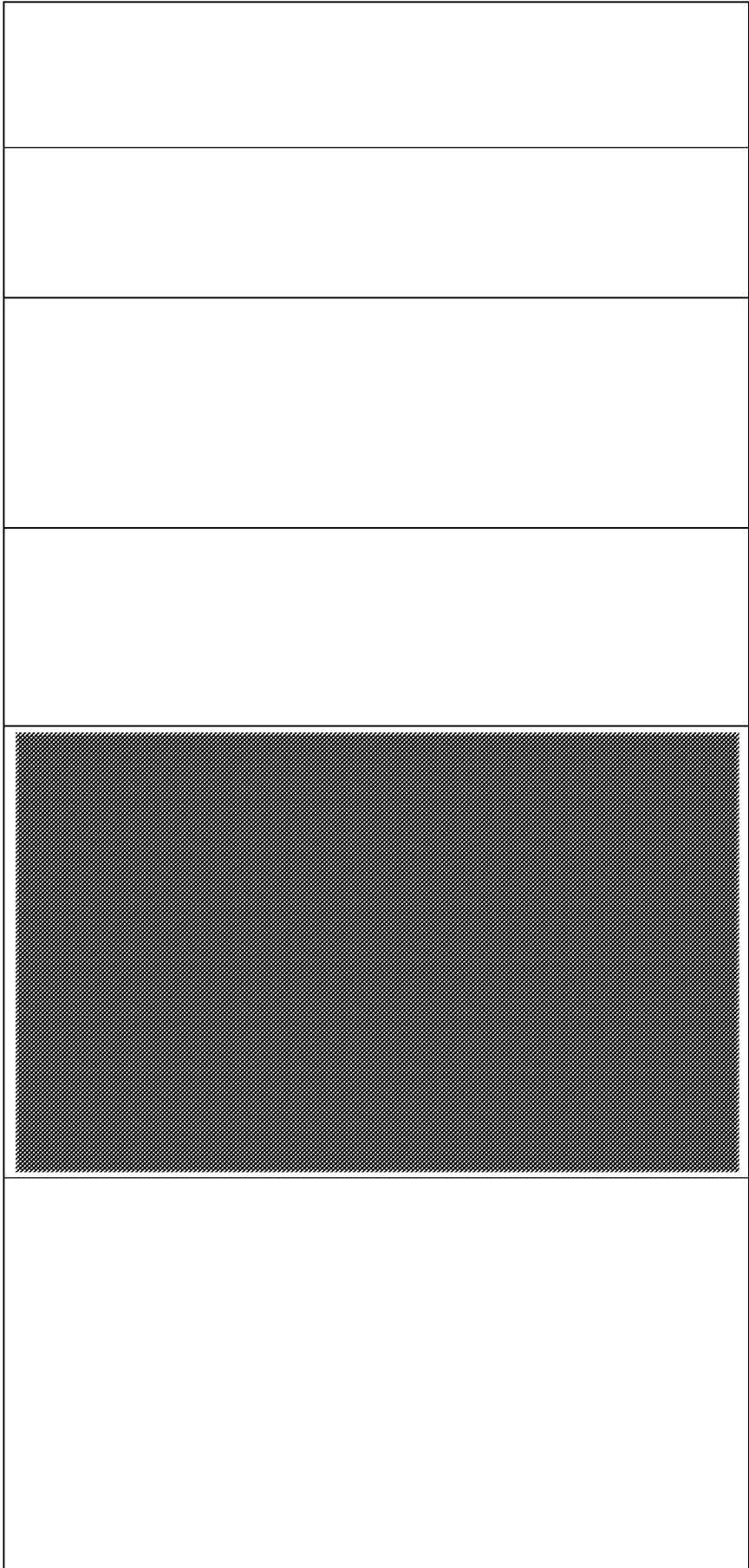
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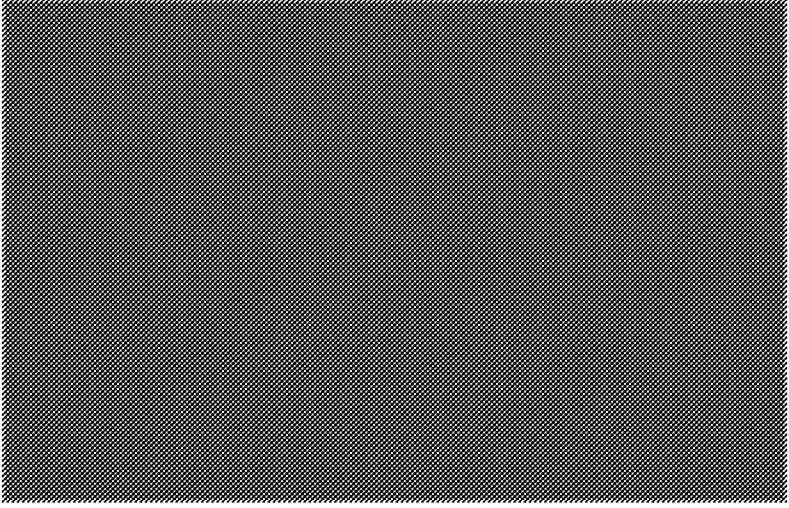
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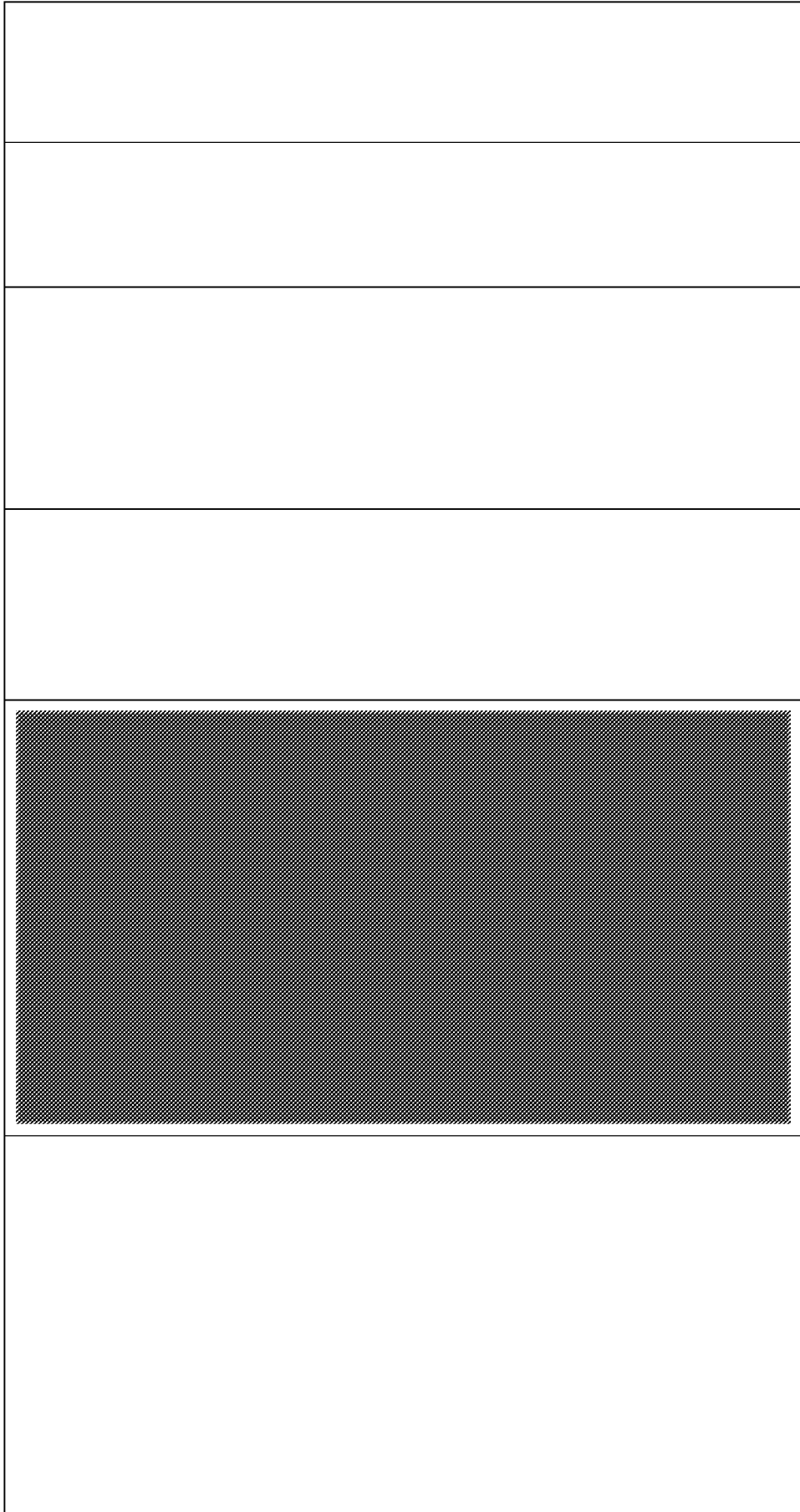
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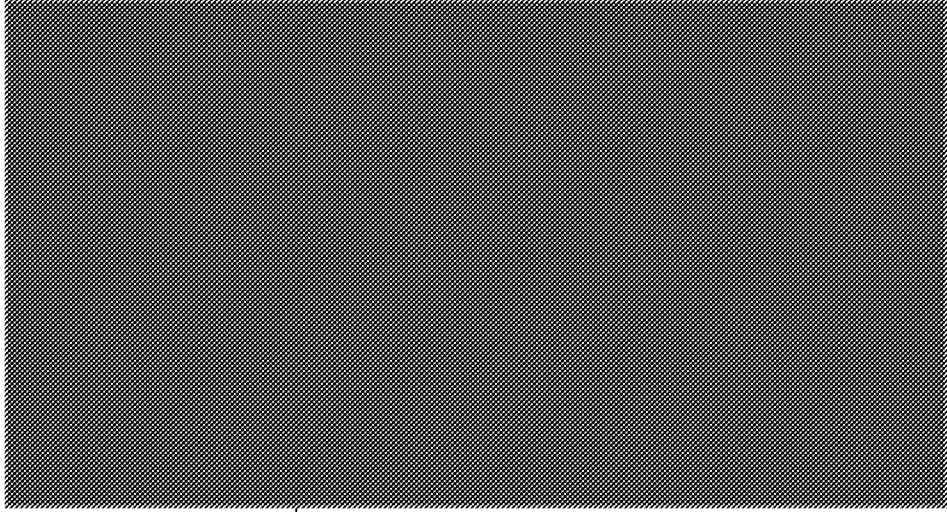
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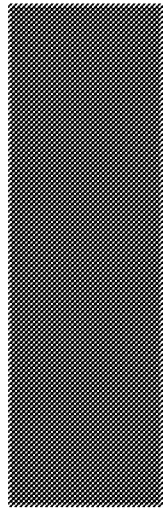
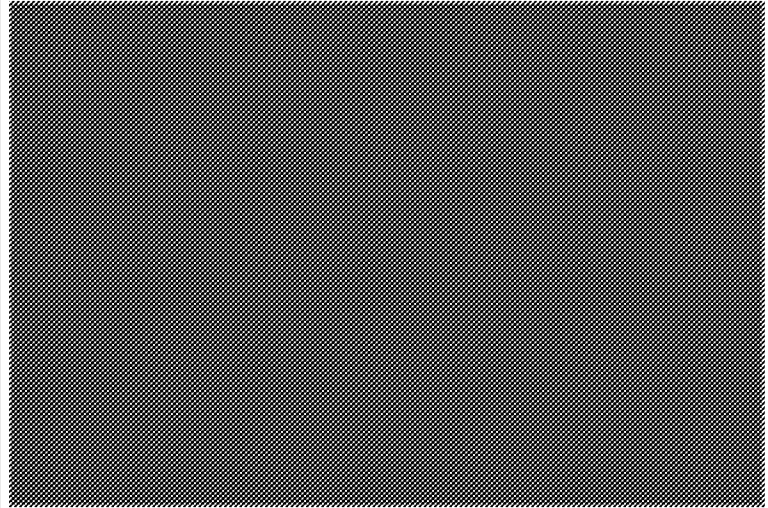


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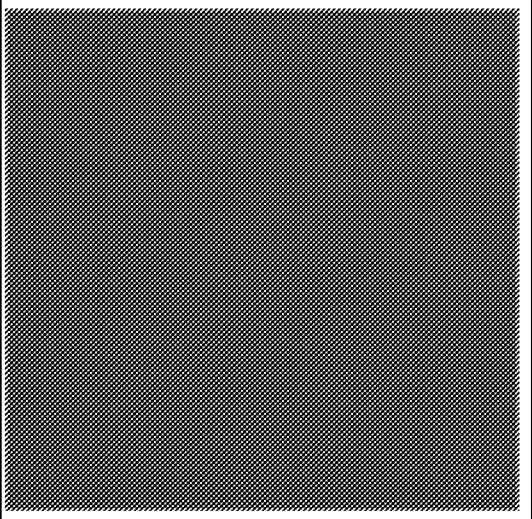
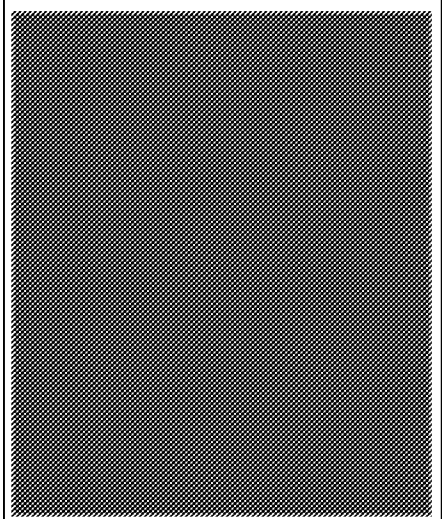
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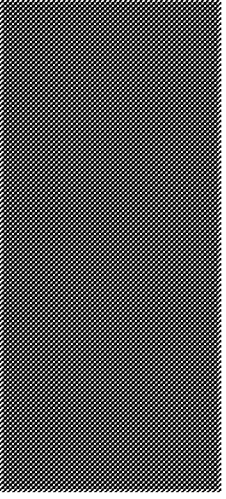

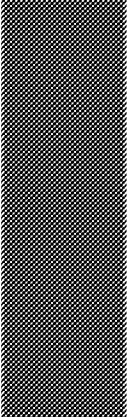


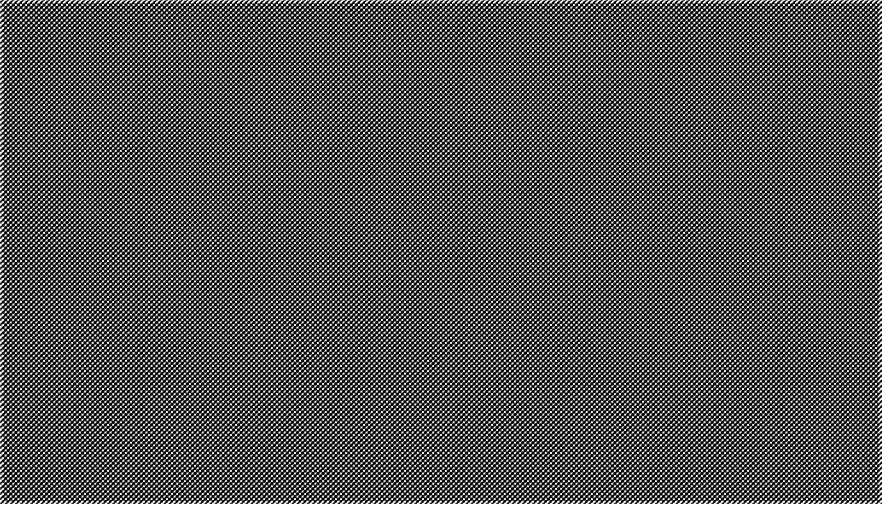
					
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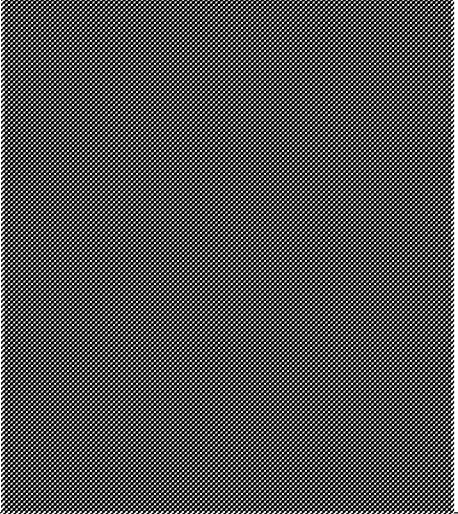
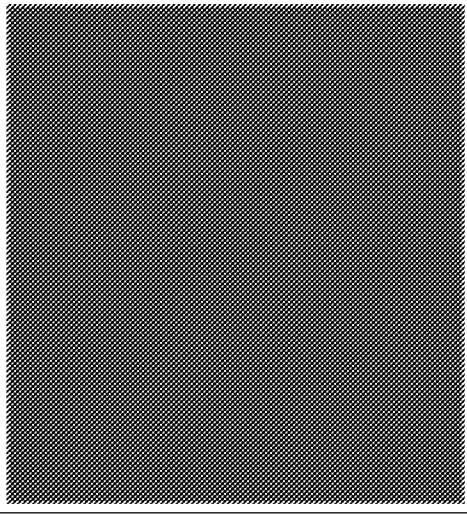
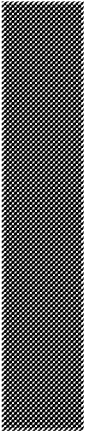
					
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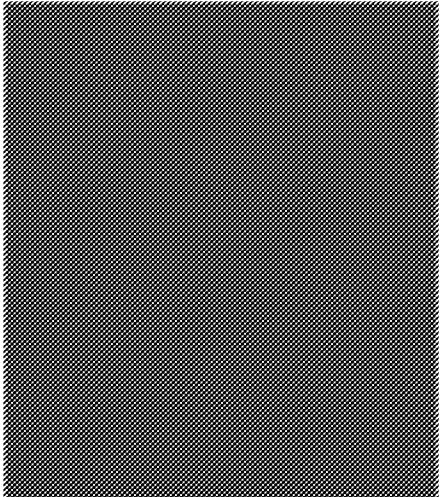
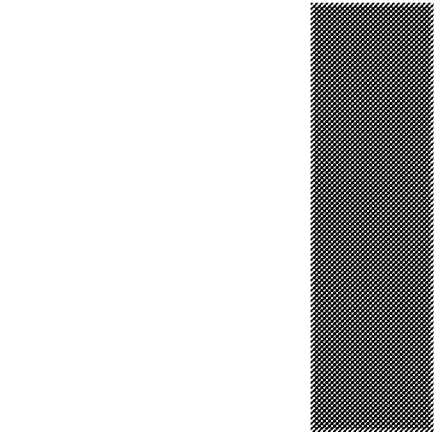
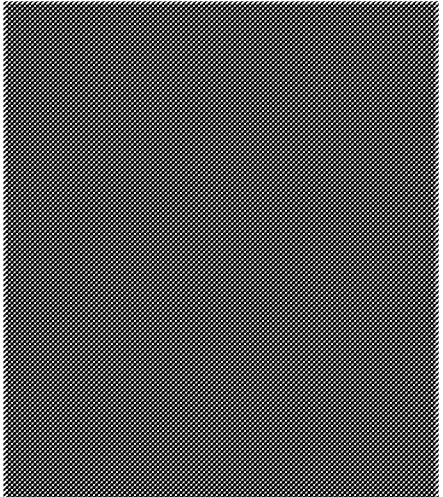
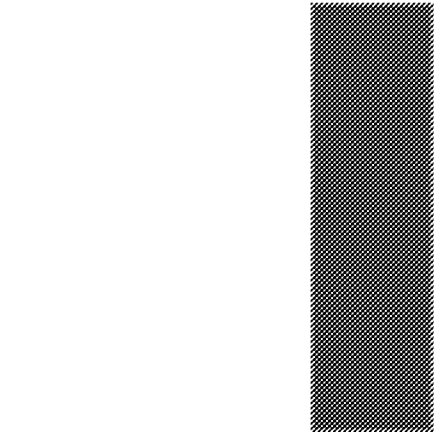
					
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PRODUCT	US APPS	NON-US APPS	PATENTS		
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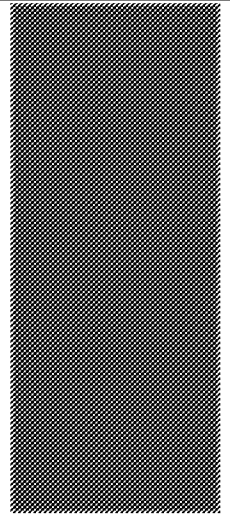

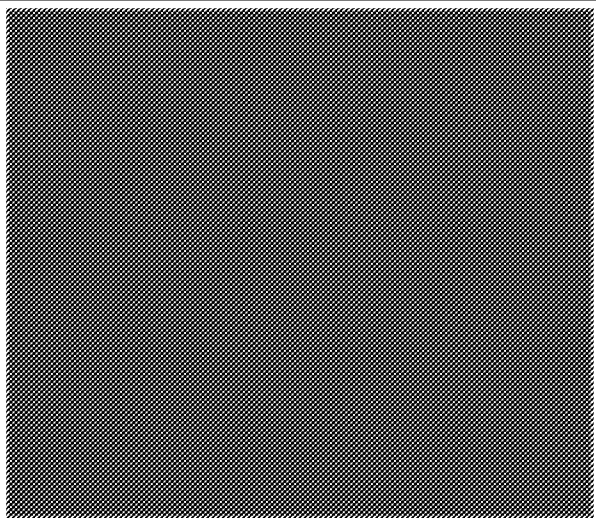
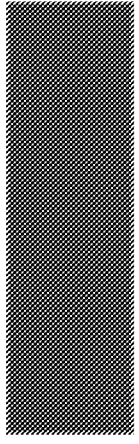
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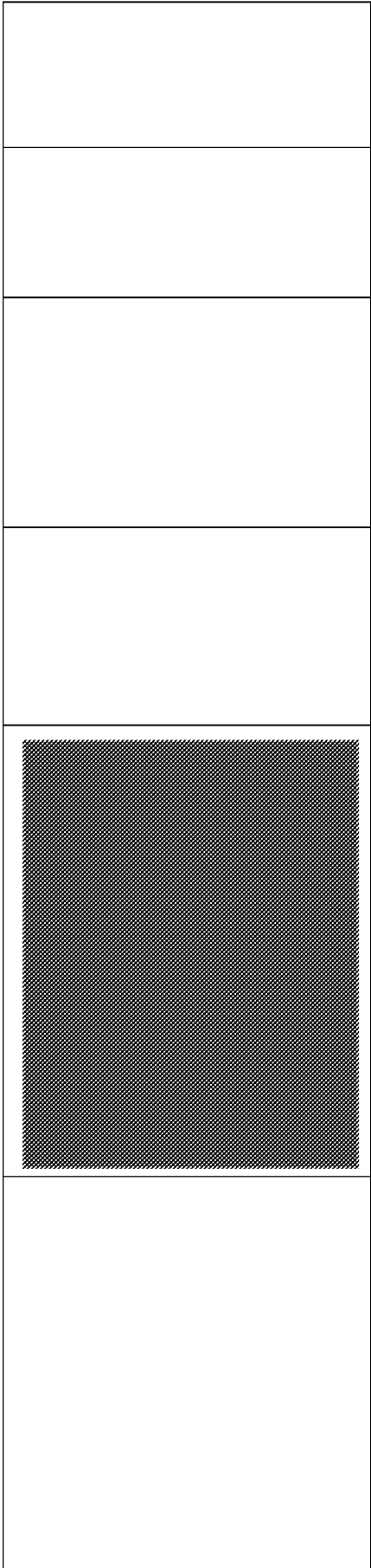
					
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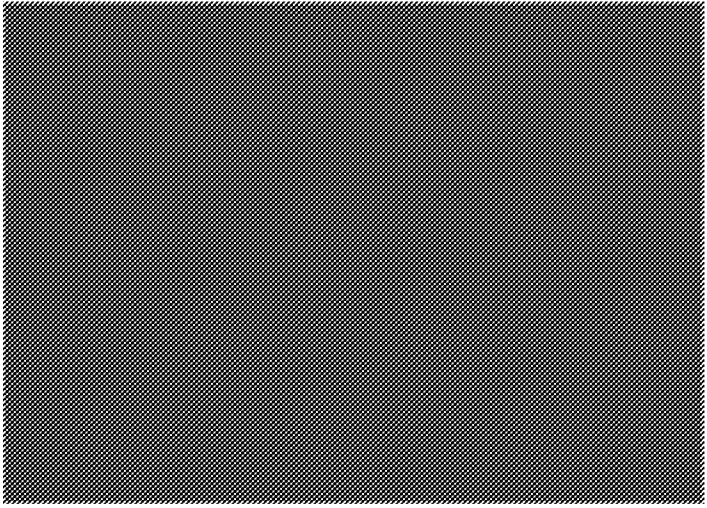
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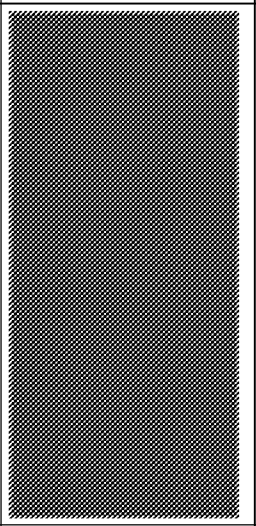
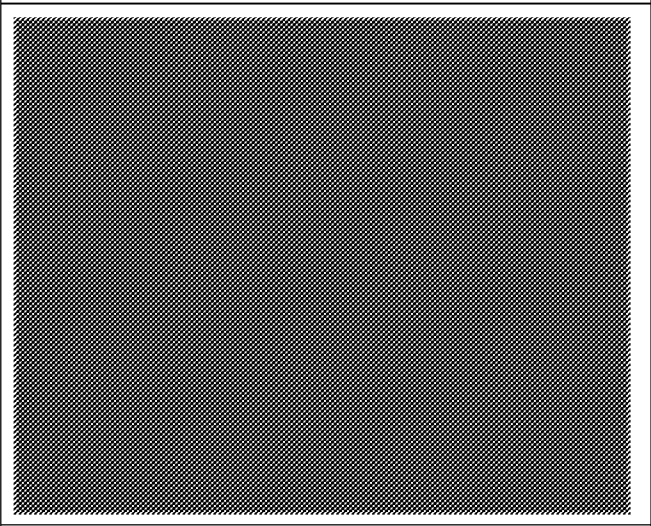
					
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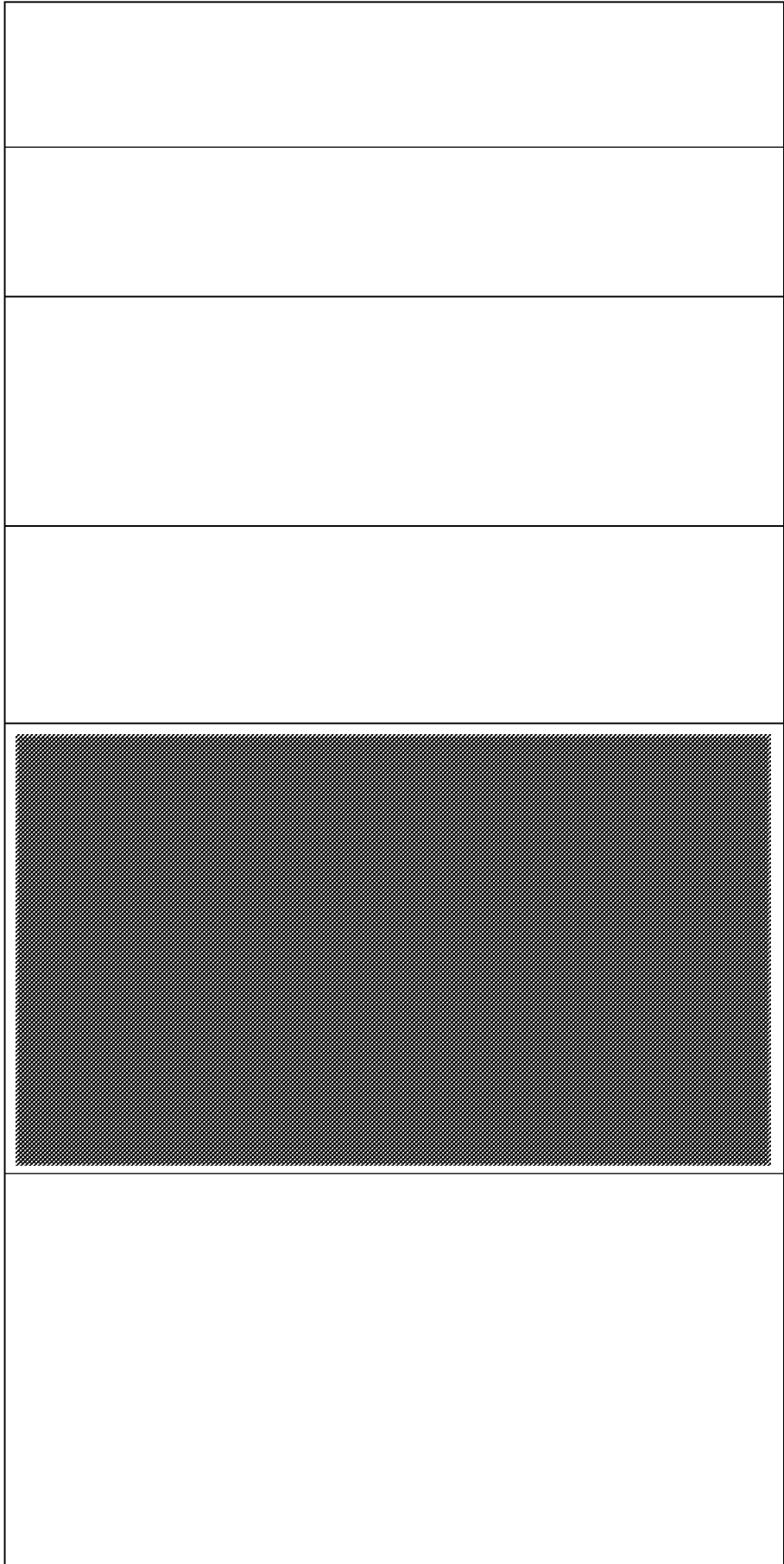
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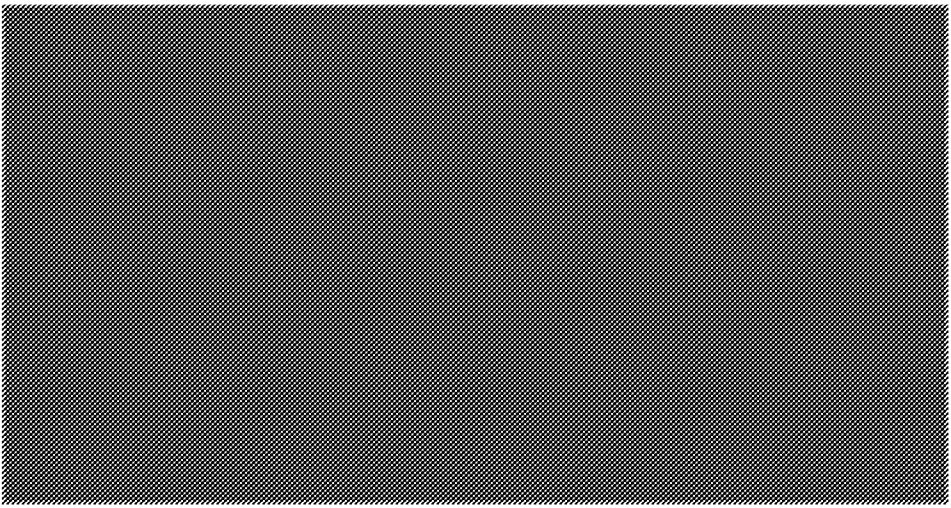
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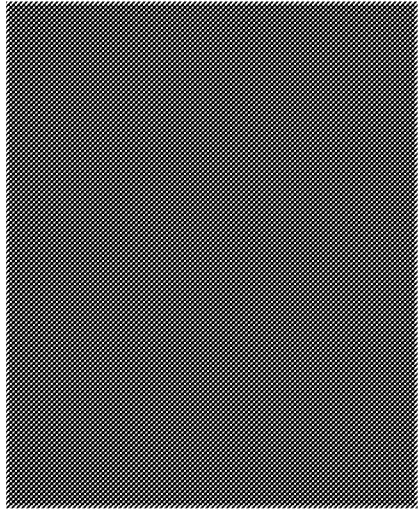
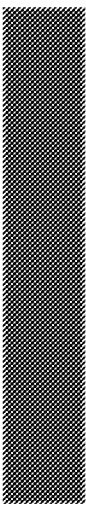
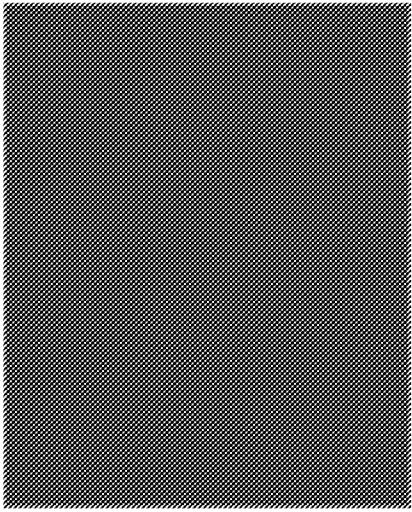
PRODUCT	US APPS	NON-US APPS	PATENTS		
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POD POWER PORT POWER	PA 11.8.11 61/556,874 PA 4.11.12 61/622,761 UA 8.8.12 13/569,824 UA 10.31.14 14/529,412	PCT 8.9.12 PCT/US1250108 EPO	US 8,905,780 12.9.14		

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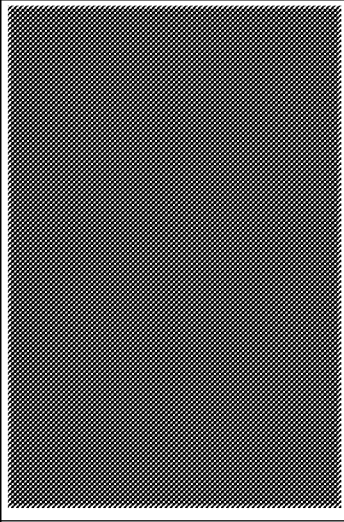
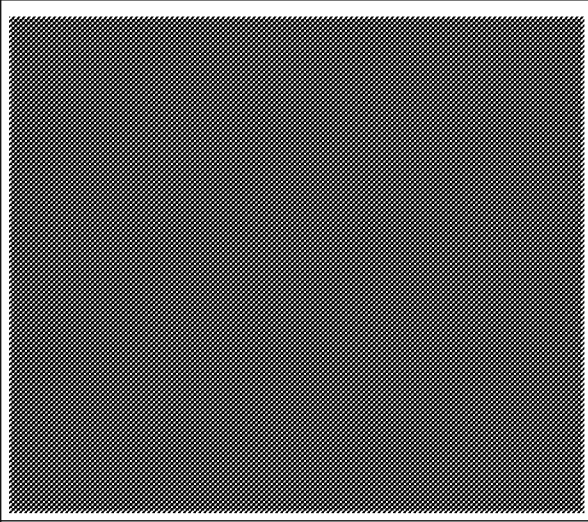
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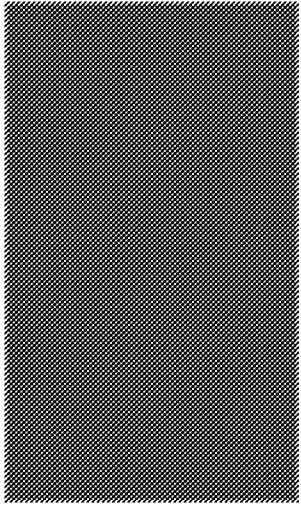
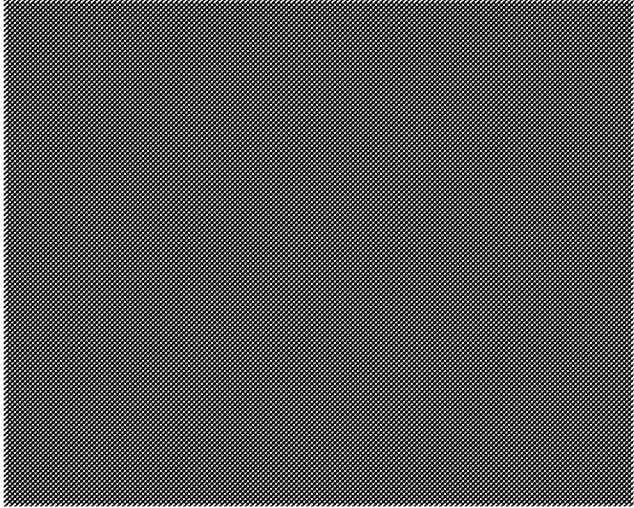
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CROSSOVER	Design 12.7.12 29/439,255		US D713,395 9.16.14		
IRON STATION	PA 1.31.12 61/592,696 UA 1.31.13 13/755,414				

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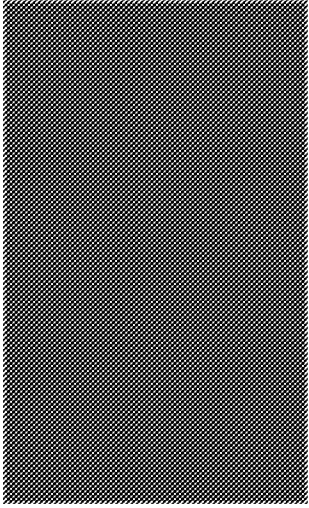

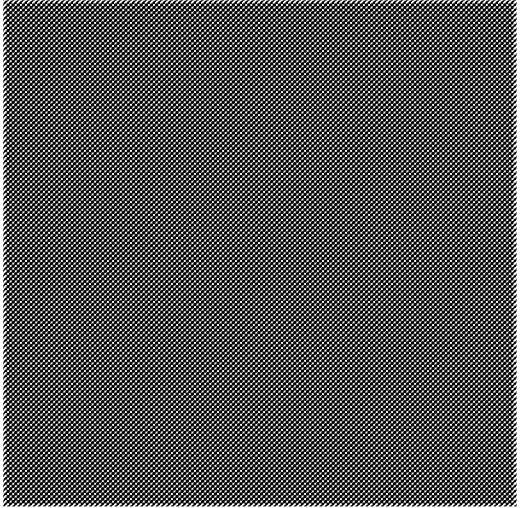
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STAKE	PA 5:15.12 61/647,162UA 2.22.13 13/773,821			[REDACTED]	

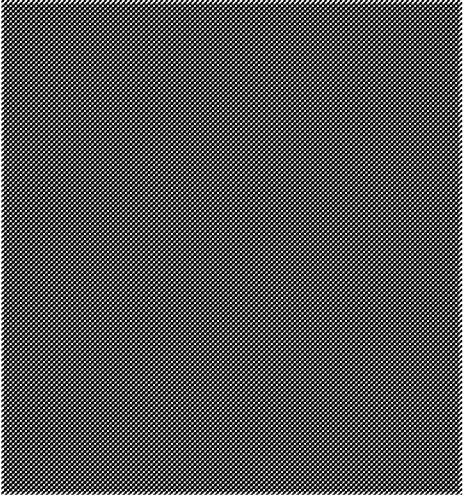
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SLO	PA 7.31.12 61/677,527 UA 2.26.13 13/777,168	PCT 7.18.13 PCT/US13/51104 EPO CA CN HK			

					
SOCKETS	PA 7.31.12 61/678,003 U/A 7.29.13 13/952,942	PCT 7.29.13 PCT/US13/52471			

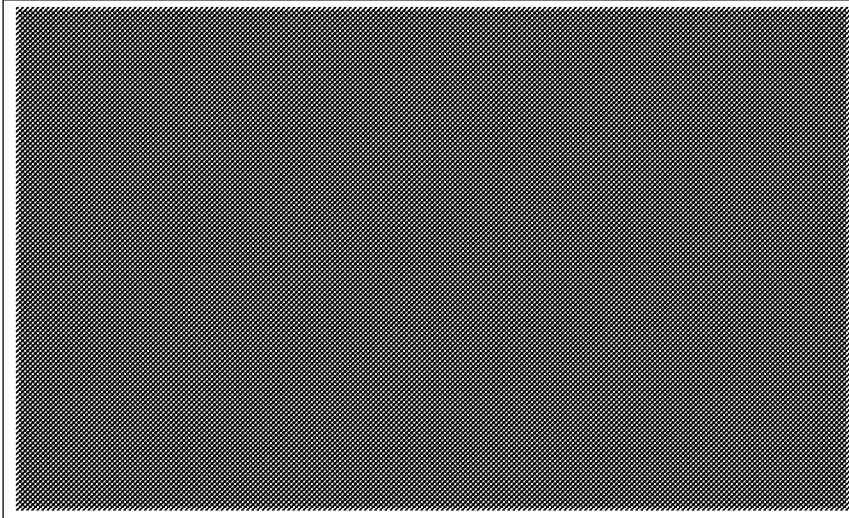
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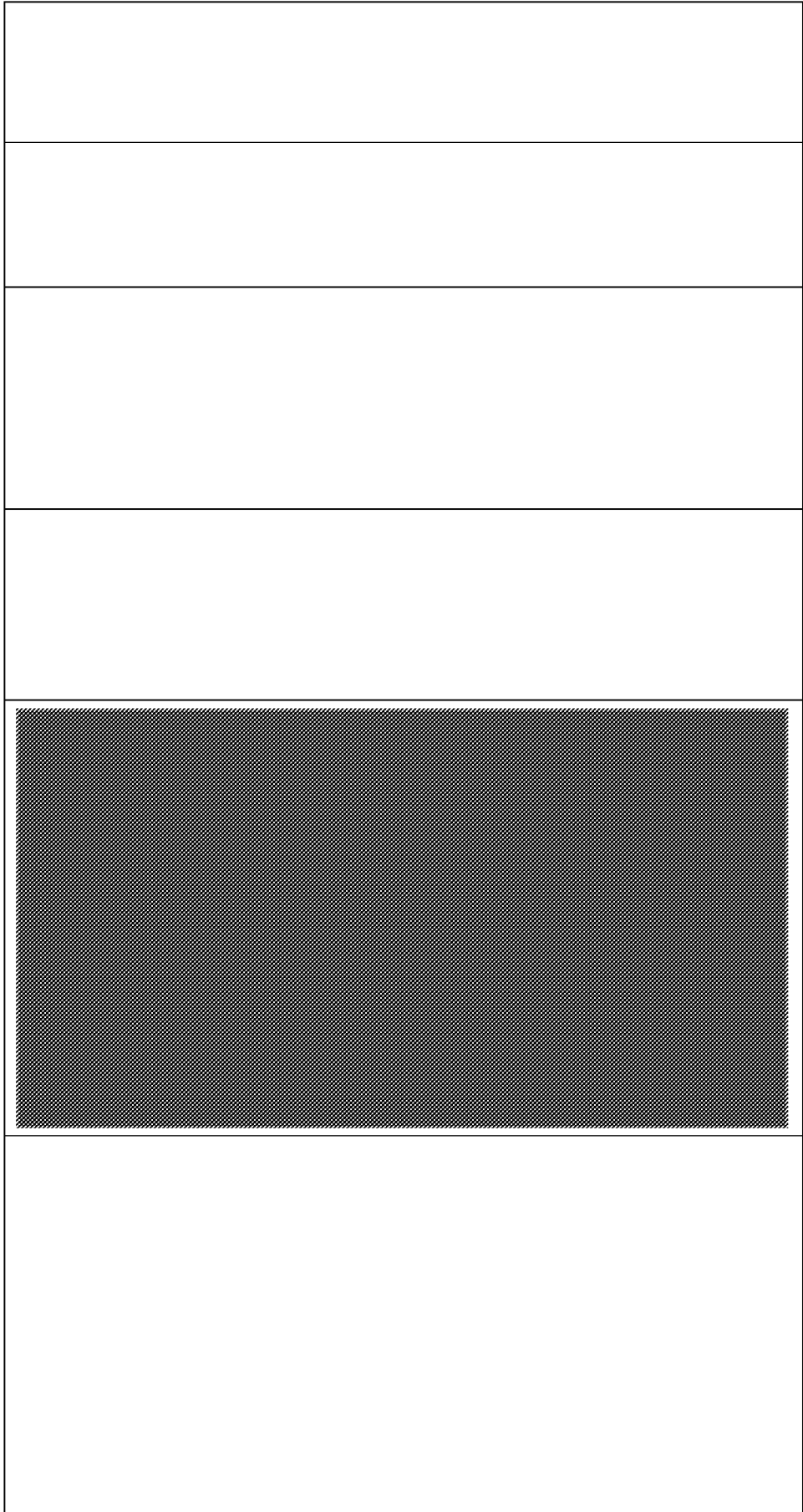
					
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PICKUP POWER	PA 10.24.12 61/717,813 PA 3.8.13 61/774,838 UA 10.24.13 14/062,587	PCT 10.24.13 PCT/US13/66618			

PRODUCT	US APPS	NON-US APPS	PATENTS		
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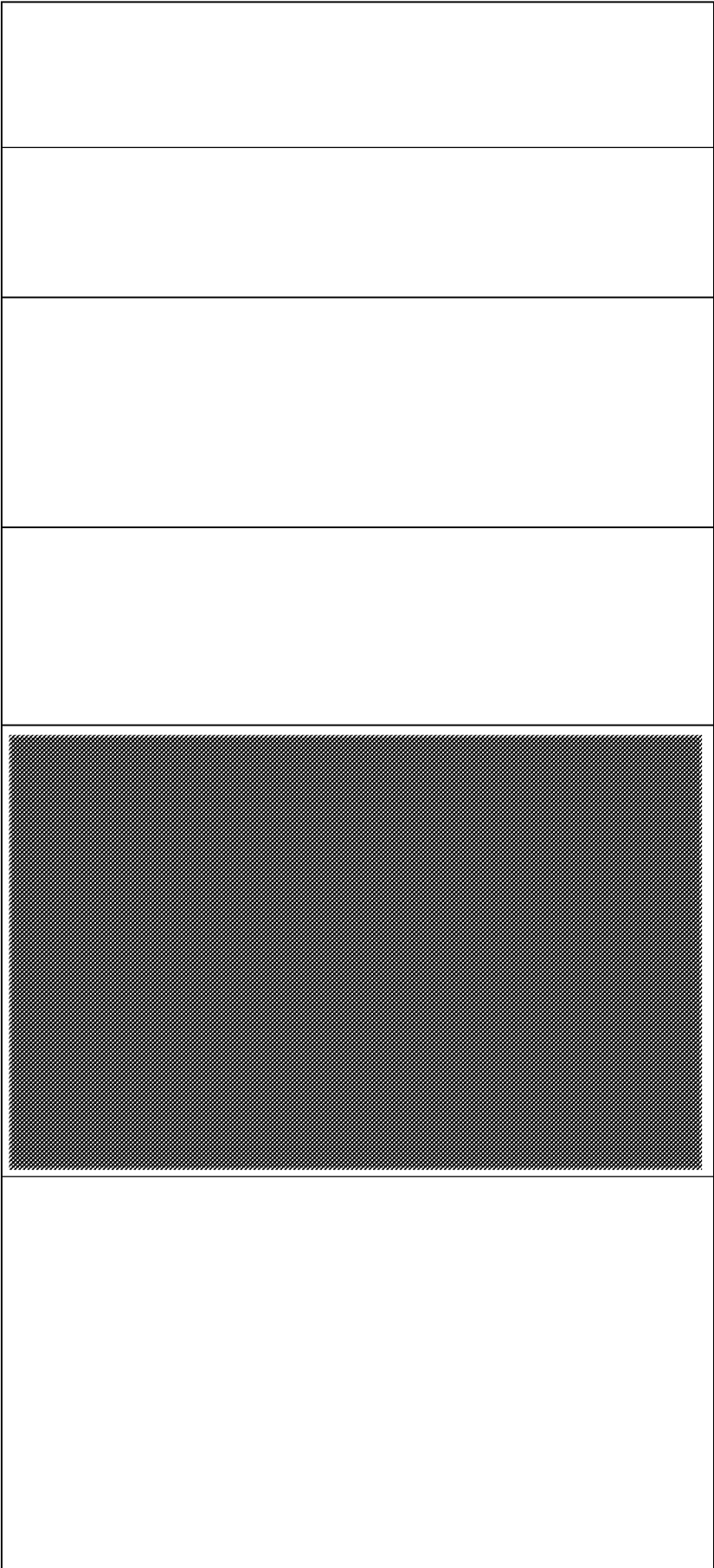
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PLUCK	PA 11.28.12 61/730,605 UA 1.9.13 13/737,740 UA 8.2.13 13/957,797	UK 1.25.13 1301373.5 NZ 1.24.13 606198 NZ 3.11.13 608081 <b>PCT 11.27.13</b> <b>PCT/US13/27179</b>	NZ 1.24.13 606198 US 9.138.104 9.22.15 NZ 608081 UK 12.10.14 2508444		
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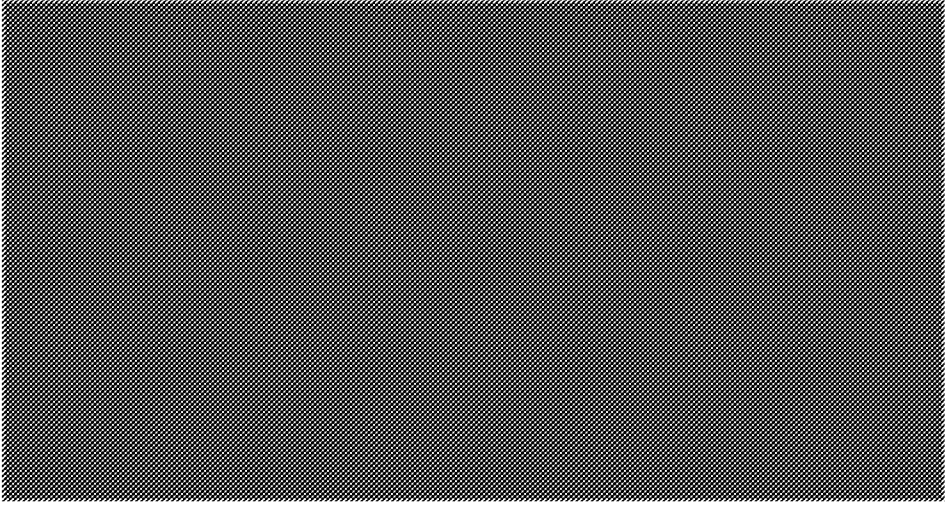


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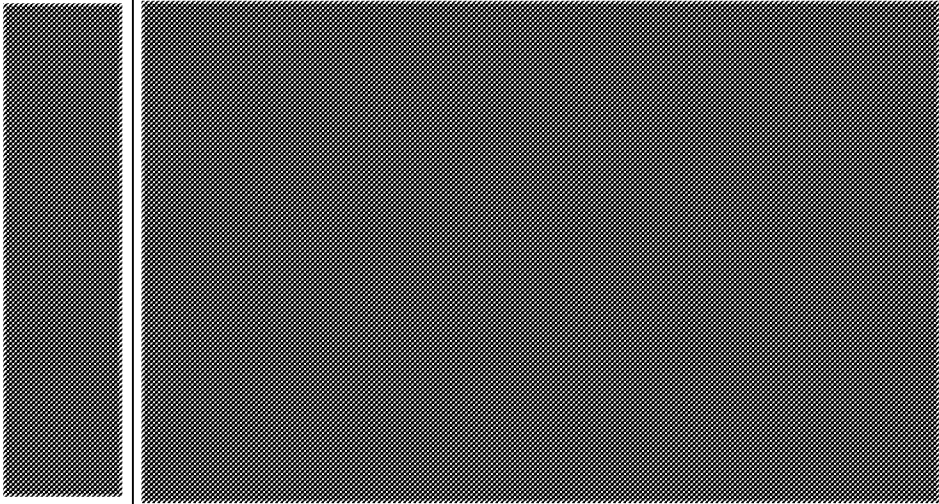


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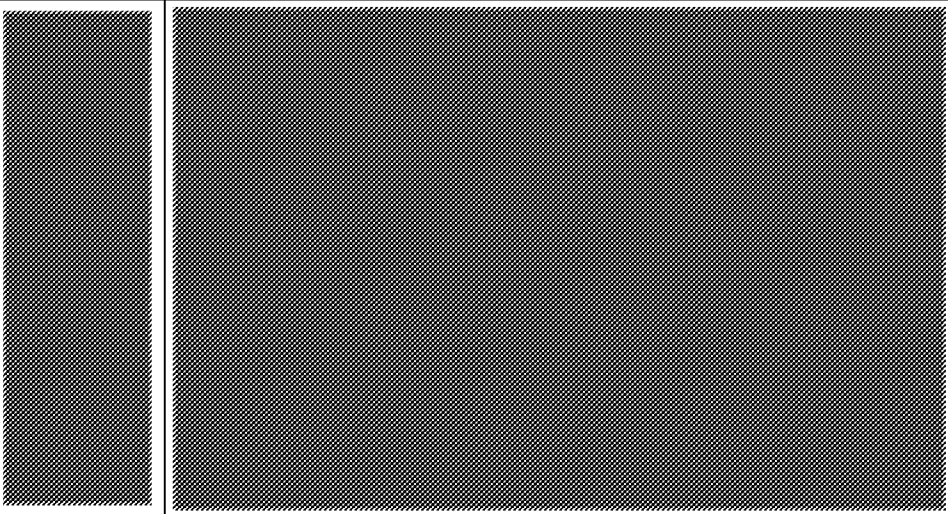
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PIV PWR RUGGED	PA 1.7.13 61/749,608PA 3.20.13 61/803,504UA 1.7.14 14/149,612UA 4.15.15 (CON) 14/687,225	PCT 1.7.14 PCT/US14/10541	US 9,028,2745.12.2015		
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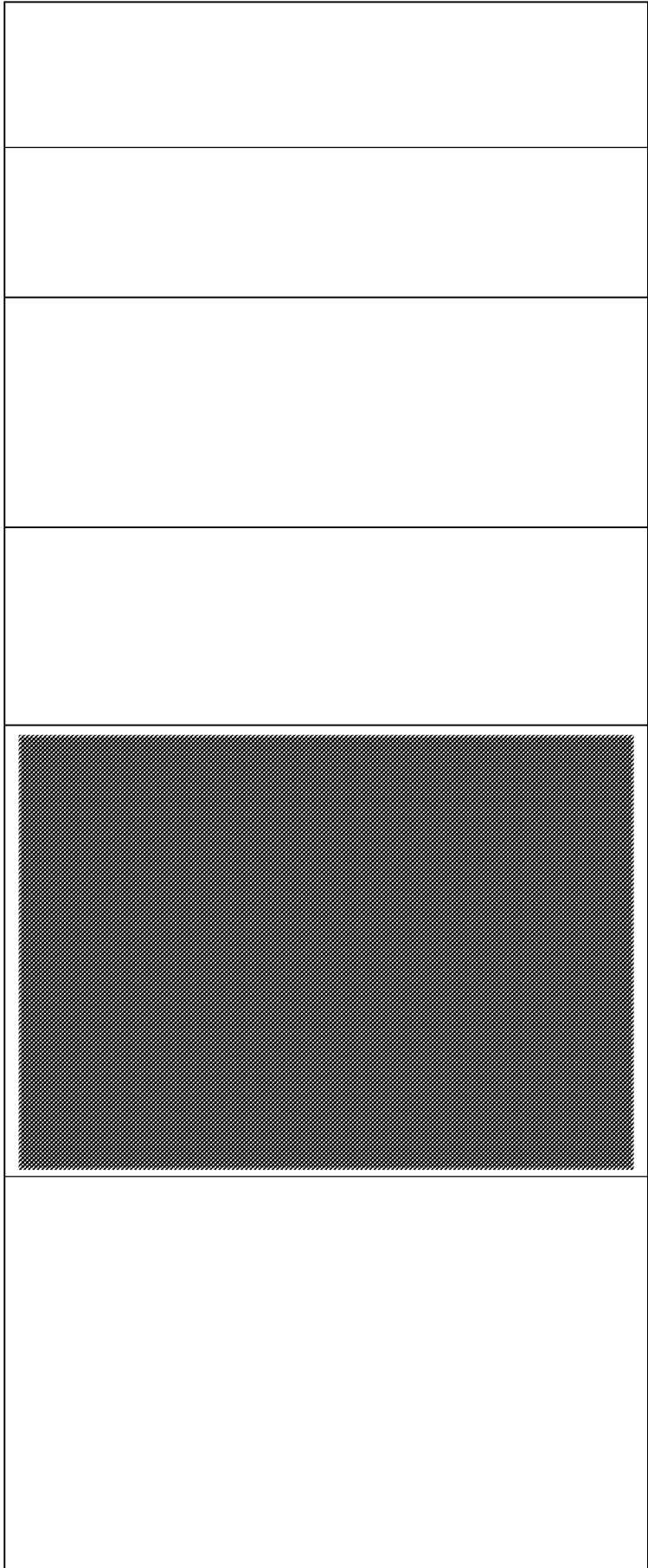
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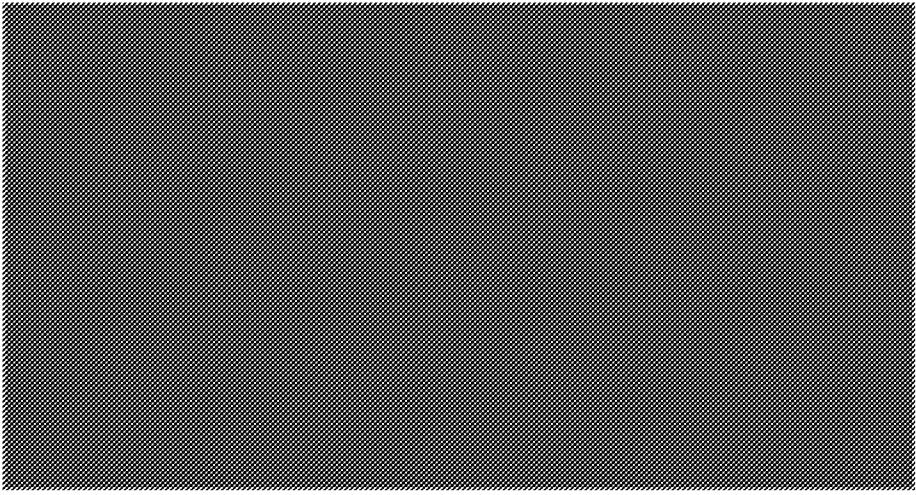
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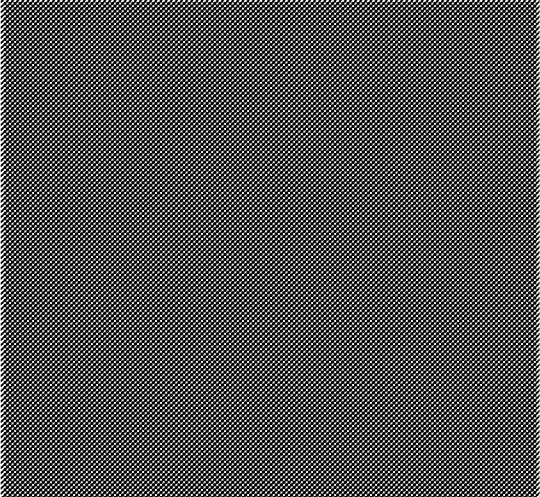
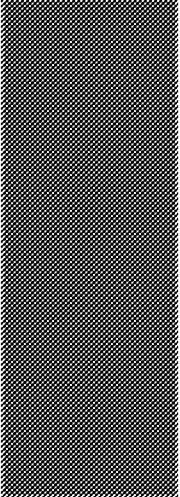
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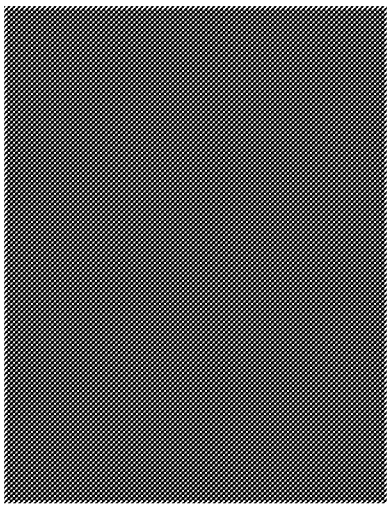
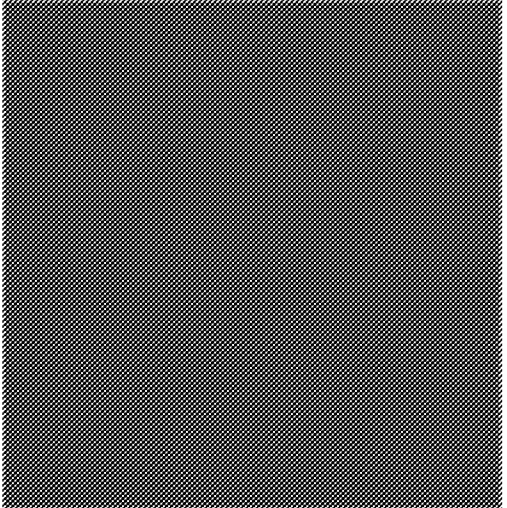


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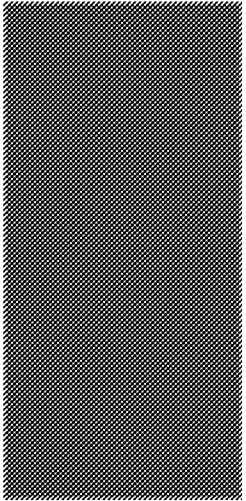

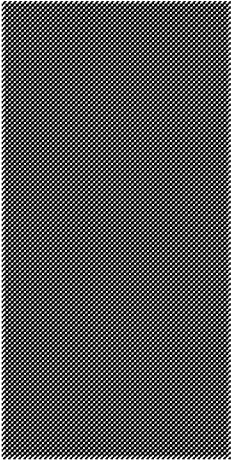
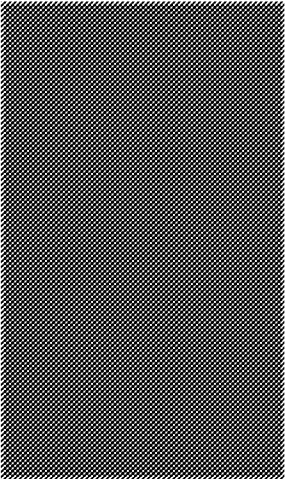
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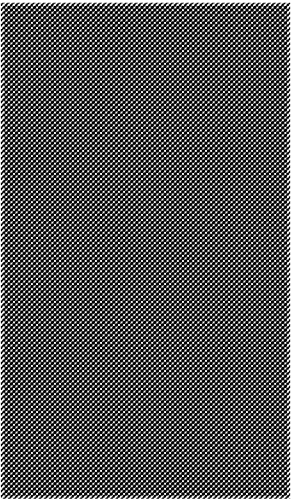

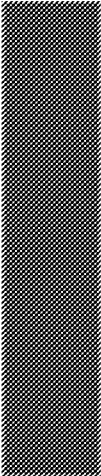
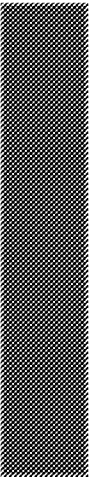
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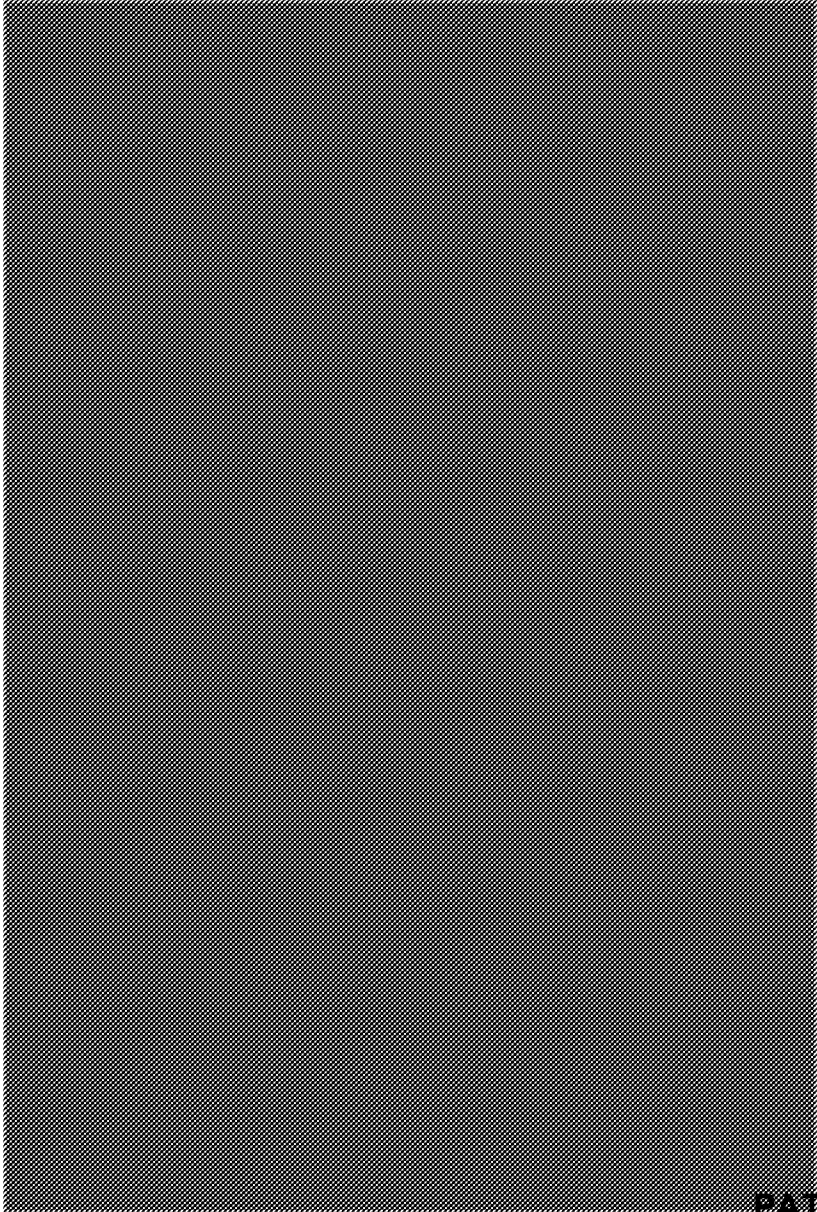
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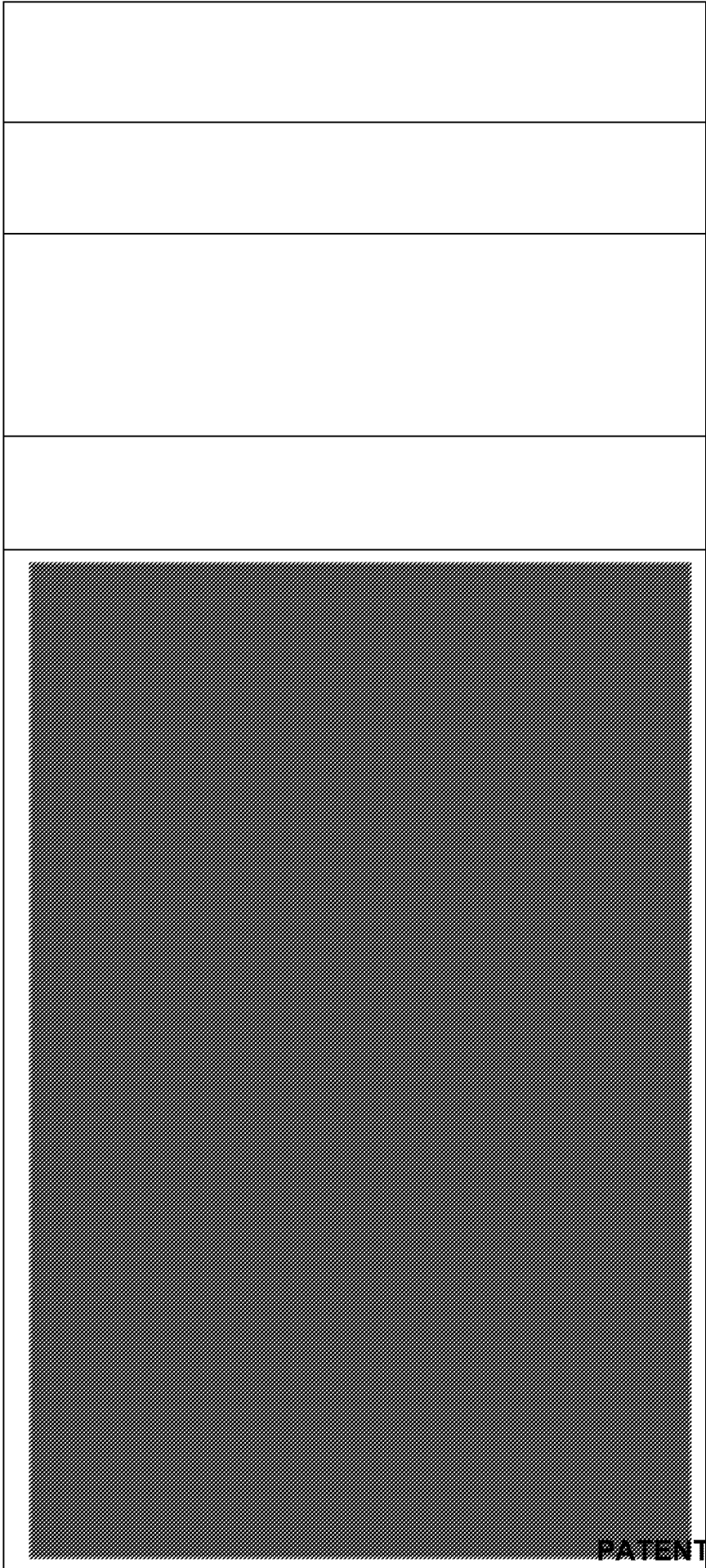
					
BREAKER BOX	PA 6:4.14 62/007,780				
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NORM	PA 3.24.14 61/969,725 UA 3.24.15 14/667,182 PA 3.24.15 14667127	PCT 3.24.15 PCT/US15/22255			

					
BATTERY KIOSK	PA 8.22.14 62/040,854				
GLOW	PA 2.7.14 61/937,261 U/A 2.9.15 14/617,641				
POPPY POUR OVER COFFEE MAKER	PA 3.30.15 62/140,113				

PRODUCT	US APPS	NON-US APPS	PATENTS	
Poppy Product Line	13/378,425	Aus. 2010262945; PI 1008686-5; CN 2,765,802; Chile 3216-2011; CH 201080036335.9; CO 12-004777; CR 2012-0020; SP-12-11602; EPO 2012-516284; EPC 10790168.8; HK 12110693.5; 10317/DELNP/2011; w-00201200200; JP 2012-516284; SK 10-2012- 7001365; PI 2011006134; MX/a/20111013983; NZ 597610; PCT/US2010/038929; Per. 2122-2011; PH 1-2011-502631; SG 201109355-6; SA 201109355-6; TW 99119659; VT 1-2012-00138		

PATENT

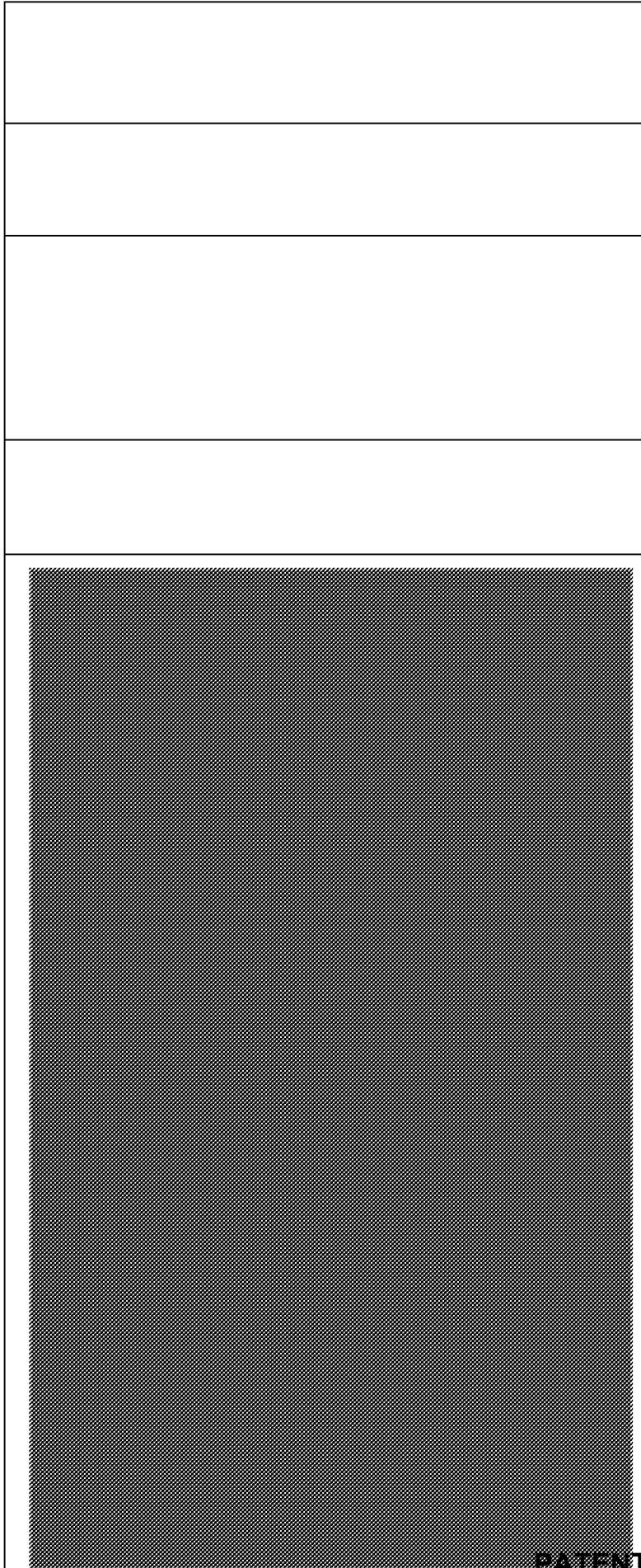
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