

NAME AND LIKENESS RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant Quirky Inc. and its licensees, designees and assignees (collectively "Quirky"), the absolute and irrevocable worldwide right and permission to photograph, film, videotape, record and/or portray my name, voice, portrayal, actions and/or likeness in connection with, and for use in, Quirky's business, which includes, without limitation, developing, marketing and commercializing products and software (collectively the "Material") as follows:

a) to copyright the Material in Quirky's name or in any other name (the Material shall be considered a "work made for hire"); and

b) to use, incorporate, broadcast, distribute, re-use, publish, re-publish, alter and/or edit the Material and/or my name, likeness, voice and portrayal in whole or in part, severally or in conjunction with other material (including in the main or end titles) for any purpose and in any manner whatsoever as Quirky so chooses in any and all media, now known or hereafter devised, in any and all versions, throughout the universe and in perpetuity, as well as for promotion, merchandising, publicity and advertising.

Quirky has no obligation to use the Material, my name, voice or likeness.

I understand that all rights in and to the Material, including the negatives, out-takes, sounds and the images contained therein, shall be Quirky's sole and absolute property.

I represent and warrant that I have the right to grant Quirky the above-mentioned rights without obtaining the permission of, or making any payments to, any third party or entity. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of Quirky.

I hereby release Quirky from, and covenant not to sue Quirky for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of the Material or the exercise of any of the rights referred to herein. I agree to indemnify and hold harmless Quirky from any claim, as well as any liabilities, losses, claims, demands, costs (including without limitation attorneys' fees) and expenses, against Quirky and its officers, directors, shareholders and employees, arising in connection with any breach or alleged breach by me of any of the above representations, warranties or agreement hereunder.

This release constitutes our entire understanding and agreement with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

This release will inure to the benefit of and will be binding upon our respective affiliates, successors, licensees, assigns, heirs and representatives.

This release will be governed by the laws of the State of New York, without reference to conflicts of laws principles.

[SIGNATURE FOLLOWS ON NEXT PAGE]

Please indicate your agreement with the terms and provisions of this NAME AND LIKENESS RELEASE by signing below.

Name (please print)

Signature

Date

CONSENT OF PARENT OR GUARDIAN (if subject under 18)

I have read the foregoing release and hereby consent to the execution thereof and I will not revoke my consent.

Parent/Guardian Name (please print)

Signature

Date