

# TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																																				
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																																				
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<b>CORRESPONDENCE DATA</b>																																					

CH \$290.00 2562894

900073343

**TRADEMARK**  
**REEL: 003513 FRAME: 0105**

Fax Number: (513)381-0205

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 513-381-2838

Email: bayliss@taftlaw.com

Correspondent Name: Linda D. Bayliss, paralegal

Address Line 1: 425 Walnut Street

Address Line 2: Suite 1800

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Linda D. Bayliss, paralegal
Signature:	/Linda D. Bayliss, paralegal/
Date:	04/03/2007

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment"), dated as of March 8, 2007, is made and entered into by and between Environmental Reclamation Services, Inc., a Pennsylvania corporation ("Assignor"), and ERS Operations, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 22, 2006 (as amended, restated, supplemented, and/or renewed from time to time, the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase various assets of Assignor (capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement);

WHEREAS, the transactions contemplated by the Purchase Agreement have closed on the date hereof;

WHEREAS, Assignor is the owner of intellectual property, including, without limitation, inventions, designs, licenses, patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, trade dress, trade secrets, copyright applications, and copyright registrations (collectively, the "Property"), that Assignor desires to transfer to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

1.1 General. Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the Property. Schedule A attached hereto includes a nonexhaustive listing of the Property.

1.2 Patents. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the inventions and the subject matter disclosed in the patents and patent applications included in the Property, and in and to all letters patent domestic or foreign issued or to be obtained thereon, all related reissues, divisions, continuations, continuations-in-part, revisions, extensions, reexaminations, and any patent application claiming priority to any of the aforementioned applications, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other convention or Union for each country of said Convention or Union and all licenses related to any of the foregoing,

as well as the right to recover for past infringement of such patents and any prior breach of such licenses.

(b) Assignor authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office and any similar governmental authority in a foreign jurisdiction to issue to Assignee, its successors and assigns, all letters patent domestic and foreign granted upon the subject matter transferred herewith.

1.3 Trademarks. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names included in the Property, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Property, all renewals and extensions of any of the foregoing, the right to recover for past infringement of any of the foregoing, the entire goodwill of the business associated with which is symbolized by the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior breach thereof).

(b) Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

1.4 Copyrights. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the copyrights included in the Property, all unregistered copyrights included in the Property, all rights to recover for past infringement of such copyrights, and all licenses related to any of the foregoing, including the right to recover for any prior breach thereof.

(b) Assignor hereby authorizes the United States Copyright Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such copyrights and copyright applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, relating thereto.

2. Further Assurances.

Assignor and Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment,

including without limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of Assignor's rights in the Property in the countries in which such Property is protected.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same assignment. The exchange of copies of this Assignment and of signature pages by facsimile or electronic mail transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Assignment has been duly and validly executed by Assignor and Assignee effective as of the date first written above.

ENVIRONMENTAL RECLAMATION  
SERVICES, INC.

ERS OPERATIONS, LLC

By: Terry Daidone  
Name: Terry Daidone  
Title: CEO

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

STATE OF Pa )  
COUNTY OF Phila ) SS

The foregoing instrument was acknowledged before me this 8 th day of March, 2007, by Terry Daidone the CEO of Environmental Reclamation Services, Inc., a Pennsylvania corporation, on behalf of the corporation.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN B. NOBLE, Notary Public  
City of Philadelphia, Phila. County  
Notary Commission Expires January 5, 2011

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_ th day of \_\_\_\_\_, 2007, by \_\_\_\_\_, the \_\_\_\_\_ of ERS Operations, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, this Assignment has been duly and validly executed by Assignor and Assignee effective as of the date first written above.

ENVIRONMENTAL RECLAMATION  
SERVICES, INC.

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

ERS OPERATIONS, LLC

By: *Edward Levy*  
Name: EDWARD LEVY  
Title: PRESIDENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ th day of \_\_\_\_\_, 2007, by \_\_\_\_\_, the \_\_\_\_\_ of Environmental Reclamation Services, Inc., a Pennsylvania corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) SS  
COUNTY OF KINGS )

The foregoing instrument was acknowledged before me this 8 th day of MARCH, 2007, by EDWARD LEVY, the PRESIDENT of ERS Operations, LLC, a Delaware limited liability company, on behalf of the limited liability company.

*Carol A. Zelinski*  
Notary Public

CAROL A. ZELINSKI  
Notary Public, State of New York  
No. 01ZE6007991  
Qualified in Kings County  
Commission Expires June 1, 2010

## SCHEDULE A

### **I. Registered Patents**

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Jurisdiction</u>
NONE			

### **II. Pending Patent Applications**

<u>Patent Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
NONE		

### **III. Patent Licenses**

NONE

### **IV. Registered Trademarks and Service Marks**

<u>Trademark/Service Marks</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
FUNDINGFACTORY	2562894	04/23/02	USA
Funding Factor & Design	2562893	04/23/02	USA
Connecting Community, Education and Environment	2481559	08/28/01	USA
MAXBACK & Design	2520991	12/18/01	USA
MAXBACK	2523327	12/25/01	USA
Environmental Reclamation Services, Inc.	2893983	10/12/04	USA
Environmental Reclamation Services, Inc. & Design	3008841	10/25/05	USA
Aval-Dot design	2913859	12/01/04	USA
Recycle Rewards	(common law rights only)		
Stylized R	(common law rights only)		



E.T.C.E.P.	2363137	06/27/00	USA
<u>www.etcep.com</u>	2395567	10/17/00	USA
Education Technology & Conservation Exchange	2402958	11/07/00	USA

#### V. Pending Trademark and Service Mark Applications

<u>Trademark Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
NONE		

#### VI. Unregistered Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>
NONE	

#### VII. Trademark Licenses

NONE

#### VIII. Fictitious Name Registration

<u>Name</u>	<u>Filing Date</u>	<u>Jurisdiction</u>	<u>Status</u>
ERS Imaging Supplies, Inc.	08/04/94	Pennsylvania	Current
Imaging Supplies, Inc.	03/18/96	Pennsylvania	Current
Funding Factory	06/04/01	Pennsylvania	Current

#### IX. Registered Copyrights

<u>Copyright</u>	<u>Copyright Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
<u>www.ETCEP.com</u> ; quick link start guide: connecting community, education and environment (8-page instruction manual)	TX4180038	09/29/99	USA
<u>www.ETCEP.com</u> : connecting community, education and the environment (9"x12" 2 pocket presentation folder)	TX4252645	09/29/99	USA
ETCEP program manual	TX5034788	09/29/99	USA

Schools across the nation are already  
receiving free computers for their  
classrooms (direct mailing piece)

TX5034789 09/29/99 USA

ETCEP: [www.ETCEP.com](http://www.ETCEP.com)  
(educational technology &  
conservation exchange program  
manual, brochure)

TX5034790 09/29/99 USA

**X. Copyright Applications**

<u>Copyright Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
NONE		

**XI. Copyright Licenses**

NONE

**XI. Trade Secrets**

NONE

**XII. Domain Names (registered through GoDaddy.com, Inc.)**

<u>Name</u>	<u>Registration</u>		<u>Status</u>
	<u>Date</u>	<u>Expiration</u>	
3-FOR-ALL.COM	01/10/06	01/10/08	Inactive
3-FOR-ALL.NET	01/10/06	01/10/08	Inactive
CLIENTRECYCLING.COM	07/27/06	07/17/11	Active
MECYCLE.BIZ	11/11/05	11/10/08	Inactive
MECYCLE.COM	11/11/05	11/11/08	Active
MECYCLE.INFO	11/11/05	11/11/08	Inactive
MECYCLE.US	11/11/05	11/10/08	Inactive
MECYCLING.BIZ	11/11/05	11/10/08	Inactive
MECYCLING.COM	11/11/05	11/11/08	Inactive
MECYCLING.INFO	11/11/05	11/11/08	Inactive
MECYCLING.US	11/11/05	11/11/08	Inactive
PICTUREPOINTSONLINE.COM	08/14/06	08/14/08	Active
RECYCLE2EARN.COM	09/14/06	09/14/08	Inactive
RECYCLETOEARN.COM	09/14/06	09/14/08	Active
AGCCC.ORG	07/17/01	07/17/08	Active
ERSUSA.COM	06/01/98	05/31/08	Active
ETCEP.COM	05/14/97	05/15/08	Active
FUNDINGFACTORY.COM	09/21/99	09/21/08	Active
LESSONFACTORY.COM	10/06/03	10/06/11	Active
RREWARDS.COM	_____	_____	Active