

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Packaging 2.0 Inc.	FORMERLY Packaging 2.0 LLC	04/02/2010	CORPORATION: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
Name:	Klockner Pentaplast of America, Incorporated		
Street Address:	3585 KLOCKNER ROAD		
Internal Address:	P.O. BOX 500		
City:	GORDONSVILLE		
State/Country:	VIRGINIA		
Postal Code:	22942		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3518186	SMARTCYCLE	
Registration Number:	3529228	SMARTCYCLE MADE FROM BOTTLES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(804)698-2007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(804) 775-1071		
Email:	rvance@mcguirewoods.com		
Correspondent Name:	Robin Cooke Vance		
Address Line 1:	901 E. Cary Street		
Address Line 2:	One James Center		
Address Line 4:	Richmond, VIRGINIA 23219-4030		
ATTORNEY DOCKET NUMBER:	0534234-0054		
NAME OF SUBMITTER:	Robin C. Vance		

OP \$65.00 3518186

**900160154**

**TRADEMARK  
 REEL: 004189 FRAME: 0749**

Signature:	/Robin C. Vance/
Date:	04/21/2010
Total Attachments: 2 source=SMARTCYCLE Trademarks Assignment#page1.tif source=SMARTCYCLE Trademarks Assignment#page2.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made as of the 2 day of April, 2010 by and between Packaging 2.0 Inc., a Rhode Island corporation ("ASSIGNOR"), and Klöckner Pentaplast of America, Incorporated, a Delaware corporation ("ASSIGNEE"):

WHEREAS, ASSIGNOR and ASSIGNEE previously entered into that certain SmartCycle License and Collaboration Agreement dated January 1, 2007 (the "Main Agreement"), pursuant to which ASSIGNOR agreed to further assign to ASSIGNEE certain proprietary rights.

WHEREAS, ASSIGNOR is the owner of (i) the trademarks identified and set forth on Exhibit A attached hereto together with the goodwill that Assignor has developed therein (the "Marks"), (ii) the other intellectual property rights identified and set forth on Exhibit B attached hereto (the "Other Property") and (iii) the intellectual property licenses/sublicenses identified and set forth on Exhibit C attached hereto (the "Licenses"), (collectively all such rights are referred to herein as the "Assets").

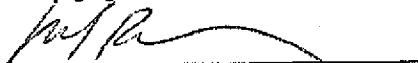
WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Assets.

NOW, THEREFORE, in consideration of the six (6) monthly payments of Five Thousand Dollars (USD \$5,000.00) concluding March 2010, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

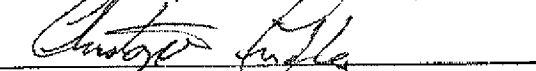
1. ASSIGNOR hereby conveys, transfers, sells, assigns, delivers, and contributes to ASSIGNEE and its successors and assigns ASSIGNOR'S entire right, title, and interest of whatever kind in and to the Assets together with: (1) the goodwill that ASSIGNOR has developed therein; (2) all formal applications/registrations therefor and all common law rights associated therewith; (3) all income and royalties due or payable to ASSIGNOR with respect thereto; and (4) all rights to sue for past, present and future infringements or misappropriations of the Assets, and to receive any and all damages awarded in connection with such claims; all to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by ASSIGNOR had this Assignment not been made.
2. ASSIGNOR represents and warrants that it has the authority to make and enter into this Assignment. ASSIGNOR further represents and warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment, and that this Assignment will not violate ASSIGNOR'S obligations to or with any third party.
3. ASSIGNOR shall not, at any time, contest the validity or enforceability of the Assets, or take any action that would impair the value of the Assets.
4. ASSIGNOR further covenants that it will (i) execute all other documents, papers, forms and authorizations, (ii) provide any further information, materials or documentation, and (iii) take all other actions, that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Assets.
5. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, each of ASSIGNOR and ASSIGNEE has duly executed this Assignment, as of the day and year first above written.

Packaging 2.0 Inc.

  
Michael Brown

Klöckner Pentaplast of America, Incorporated

  
Christopher Findley

**EXHIBIT A**

**MARKS**

**I. Registered Marks**

<u>Name</u>	<u>Classes</u>	<u>Registration No</u>	<u>Registration Date</u>
1 SMARTCYCLE	17, 20, 37, 40 and 42	3,518,186	Oct 14, 2008
2 SMARTCYCLE MADE FROM BOTTLES and Design	17, 20, 37, 40 and 42	3,529,228	Nov 4, 2008



**II. Unregistered Marks**

**MADE FROM BOTTLES**