

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Appliance Recycling Centers of America, Inc.			01/24/2011
			CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2677930	APPLIANCESMART	
Registration Number:	1681447	ARCA INCORPORATED	
Registration Number:	3519141	REFRIGERATOR ROUNDUP	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:		673174	
NAME OF SUBMITTER:		Jean Paterson	

CH \$90.00 2677930

Signature:	/jep/
Date:	02/15/2011
Total Attachments: 9 source=2-15-11 Appliance Recycling-TM#page1.tif source=2-15-11 Appliance Recycling-TM#page2.tif source=2-15-11 Appliance Recycling-TM#page3.tif source=2-15-11 Appliance Recycling-TM#page4.tif source=2-15-11 Appliance Recycling-TM#page5.tif source=2-15-11 Appliance Recycling-TM#page6.tif source=2-15-11 Appliance Recycling-TM#page7.tif source=2-15-11 Appliance Recycling-TM#page8.tif source=2-15-11 Appliance Recycling-TM#page9.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Appliance Recycling Centers of America, Inc.
 7400 Excelsior Boulevard
 Minneapolis, MN 55426

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: MN
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 01/24/2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal

Address: Commercial Loan Service Center/DCC

Street Address: 500 First Ave.

City: Pittsburgh

State: PA

Country: _____ Zip: 15219

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other NA Citizenship PA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 673174

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

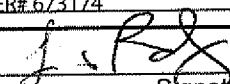
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



 Signature

2/14/2011

Date

Luis Rodriguez

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

9

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 24th day of January, 2011 by APPLIANCE RECYCLING CENTERS OF AMERICA, INC., a Minnesota corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor, Appliance Recycling Centers of America-California, Inc. ("ARCA-CA") and ARCA CANADA INC. ("Canada", together with ARCA-CA and any other Person joined as a borrower from time to time to the Loan Agreement (as defined below), the "Borrowers" and each individually a "Borrower") have entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents except as expressly permitted in the Loan Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws rules.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

APPLIANCE RECYCLING CENTERS OF AMERICA, INC.

By: Edward R. Cameron
Name: Edward R. Cameron
Title: President / CEO

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

**(SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT)**

**TRADEMARK
REEL: 004478 FRAME: 0088**


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

APPLIANCE RECYCLING CENTERS OF AMERICA, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Peter Zimmerer
Title: S.V.P.

(SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT)

TRADEMARK
REEL: 004478 FRAME: 0089

Schedule 1

APPLIANCE RECYCLING CENTERS OF AMERICA, INC.
 United States Service Mark Registrations

July 6, 2010

Mark	Status/Type	Class	Goods and Services	Symbol	Filing Date/ Serial Number	Registration Date/Number	Affidavit of Use Due	Expiration Date	Comments
APPLIANCESMART	Registered Service Mark	35	Retail store services featuring new and used household appliances	®	4/29/02 75/401,487	2,577,930 1/27/03	Filed 12/8/2008	12/1/2013	
ARCA INCORPORATED and Design	Registered Service Mark	37 40	Collection of used appliances for recycling Recycling services in the field of used appliances	®	11/19/90 74/117,164	3,371,932 1,691,447	Filed 8/4/87	3/31/2012	
REFRIGERATOR ROUNDUP	Registered Service Mark	37 and 40	37 - Collection of used appliances for recycling 40 - Recycling services in the field of used appliances	®	9/4/07 77/270896	1021108 3,519,141	Due between 10/21/2013 and 10/21/2014	10/21/2018	

680213-4-DX6

Prepared by:
 William J. O'Brien
 Dena M. Rodrigue

Mackall, Crouse & Moore, PLC
 1400 AT&T Tower
 Minneapolis, MN 55402

Tel: (612) 305-1400
 Fax: (612) 305-1414

POWER OF ATTORNEY

Dated January 24, 2011

APPLIANCE RECYCLING CENTERS OF AMERICA, INC., a Minnesota corporation ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Revolving Credit, Term Loan and Security Agreement among the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Agent, Grantor and certain other borrowers party thereto (together with Grantor, the "Borrowers" and each a "Borrower"), dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, (c) to use the Trademarks and Patents in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement and Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

**APPLIANCE RECYCLING CENTERS OF
AMERICA, INC.**


By: Edward A. Cameron
Name: Edward A. Cameron
Title: President / CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF MINNESOTA : SS
COUNTY OF HENNEPIN :

On this 14th of January, 2011, before me personally appeared Edward R. Caver, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Appliance Recycling Centers of America, Inc., a Minnesota corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires



[SIGNATURE PAGE TO POWER OF ATTORNEY]