

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZEQ Manufacturing, LLC		01/05/2011	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Recycle Design, Inc.
Street Address:	804 Hazlett St.
City:	Anderson
State/Country:	INDIANA
Postal Code:	46016
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1785567	RECYCLEDESIGN

CORRESPONDENCE DATA

Fax Number: (510)868-8310
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 5105939442
 Email: omid@ipfoundry.com
 Correspondent Name: Omid Mantashi
 Address Line 1: 360 Grand Ave. Ste. 90
 Address Line 4: Oakland, CALIFORNIA 94610

NAME OF SUBMITTER:	Omid A. Mantashi
Signature:	/oam298226/
Date:	02/21/2011

Total Attachments: 2

900184485

**TRADEMARK
 REEL: 004483 FRAME: 0129**

OP \$40.00 1785567

source=20110221_RD_ZEQ Assignment Executed301#page1.tif
source=20110221_RD_ZEQ Assignment Executed301#page2.tif

Trademark Assignment

This Trademark Assignment ("Assignment") is entered into and made effective as of April 14, 2007, by and between ZEQ Manufacturing, LLC, an Indiana limited liability company with its offices at 1305 W. 29th Street, Bldg. D, Anderson, IN 46016 ("Assignor"), and Recycle Design, Inc., an Indiana corporation with its offices at 804 Hazlett St., Anderson, IN, 46016 ("Assignee").

1. General

1.1 The Assignor is the owner of all right, title, and interest in and to United States Patent and Trademark Office Registration Number 1,785,567, for RECYCLEDDESIGN, as well as any associated design marks and any Trade Dress associated with the trademarks ("the Trademark") and the goodwill of the business relating to the design, manufacture, and marketing of all goods upon which the Trademark has been or would be used, and for which they are applied for (the "Goodwill").

1.2 Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademark along with the Goodwill commensurate with that portion of its business to which the Trademark applies.

1.3 In consideration for the mutual promises, covenants, and Agreements made below, and receipt of good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor, the parties, intending to be legally bound, agree as follows:

2. Assignment

2.1 The Assignor does hereby convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademark, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademark, including damages and payments for past or future infringements and misappropriations of the Trademark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Trademark.

2.2 No share, interest, Assignment, or other right to the Trademark has been transferred, assigned, or granted to any other party.

2.3 The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels, and designs associated with the Trademarks.

2.4 The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademark.

3. General Provisions

3.1 Effect on Heirs and Successors. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

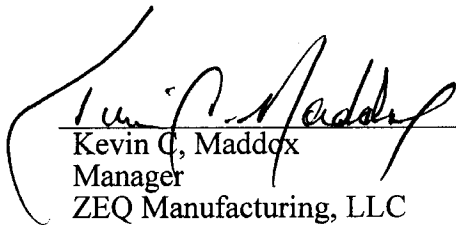
3.2 Waiver, Amendment, Modification. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be

effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

3.3 Severability. If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the day and year first written above.

Assignor:

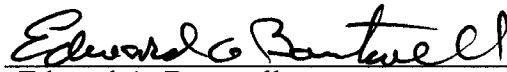


Kevin C. Maddox
Manager
ZEQ Manufacturing, LLC

January 5, 2011

Date

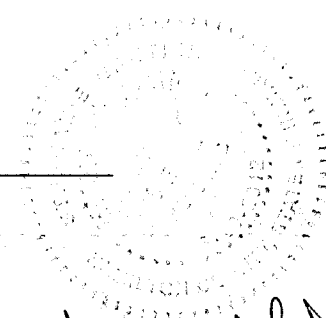
Assignee:

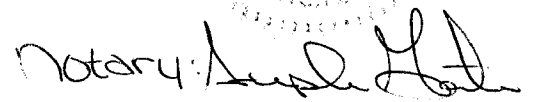


Edward A. Boutwell
President
Recycle Design, Inc.

1-05-2011

Date



Notary: 
Hamilton City
Indiana
exp 06-20-12
6/20/12