

# 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
Waste Management, Inc.		10/13/2011	CORPORATION: DELAWARE
WM GreenOps, LLC		10/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RecycleRewards, Inc.		
Street Address:	95 Morton Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	85061393		
Registration Number:	3677065	GREENOPOLIS	
Serial Number:	85165014	GREENOPOLIS	
Serial Number:	77906488	GREENOPOLIS POINTS	
Registration Number:	3941725	GREENOPOLIS REWARDS	
Registration Number:	3830774	GREENOPOLIS	
Registration Number:	3932028	GREENOPOLIS	
Serial Number:	85061392	GREENOPOLIS.COM	
Serial Number:	77639929	GREENOPS	
Serial Number:	77675405	GREENOPS	
Serial Number:	77803422	GREENOPS	
Serial Number:	77846232	GREENOPS	

900208059

TRADEMARK  
 REEL: 004667 FRAME: 0962

OP \$515.00 85061393

Serial Number:	77851233	GREENOPS TRACKING STATION
Serial Number:	77659658	GREEN OPS RECAPTURE. RECYCLE. REUSE. TOGETHER.
Serial Number:	77851235	TRACK IT. DON'T TRASH IT
Serial Number:	77851238	TRACK IT. DON'T TRASH IT
Serial Number:	85089949	RETHINK. RECYCLE. REWARD.
Registration Number:	3962838	OCEANOPOLIS
Serial Number:	85240608	VENDCYCLE
Serial Number:	85240586	VENDCYCLE

#### CORRESPONDENCE DATA

Fax Number: (732)530-2039

Phone: 732-345-0400

Email: trademark@mfiplaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Gwynne Barrett Sugg

Address Line 1: 36 Bingham Avenue

Address Line 4: Rumson, NEW JERSEY 07760

ATTORNEY DOCKET NUMBER:	RECGEN
NAME OF SUBMITTER:	Gwynne B. Barrett
Signature:	/Gwynne B. Barrett/
Date:	11/29/2011

#### Total Attachments: 7

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 13<sup>th</sup> of October, 2011, by and between WM GreenOps, LLC, a Delaware limited liability company ("Seller"), Waste Management, Inc., a Delaware corporation ("WMI"), and RecycleRewards, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller and WMI each holds all right, title and interest in and to the trademarks, service marks and trade names as set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, Buyer, Seller and WM Organic Growth, Inc., a Delaware corporation, are parties to that certain Purchase and Sale Agreement dated as of October 13, 2011 (the "Purchase Agreement"), pursuant to which certain assets including the Marks and the goodwill of the business symbolized thereby are being conveyed to Buyer;

WHEREAS, Buyer and Seller desire to have the Marks owned by Buyer and Buyer is willing to own such Marks together with the goodwill of the business symbolized thereby; and

WHEREAS, Seller is conveying the Marks to Buyer as part of the transfer of substantially all of the assets of a going business.

NOW, THEREFORE, in consideration of the premises set forth above and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

Each of Seller and WMI, as applicable, does hereby sell, assign, convey and transfer unto Buyer and its successors, assigns and legal representatives, Seller's and WMI's, as applicable, entire right, title and interest in and throughout the world, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business, product, or service symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Buyer, its successors, assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks prior to and after the Closing Date (as defined in the Purchase Agreement) pursuant to the Purchase Agreement. Each of Seller and WMI, as applicable, hereby subrogates in favor of Buyer and its successors, assigns and legal representatives its right to sue for past infringements and collect same for the sole use and enjoyment of Buyer and its successors, assigns and legal representatives.

Each of Seller and WMI, as applicable, further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Buyer, Seller and WMI also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Buyer, Seller and WMI.

This Assignment shall be governed by the governing law provision of the Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, Seller, WMI and Buyer have caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

**SELLER:**      **WM GreenOps, LLC**

By:  
Name:  
Title:

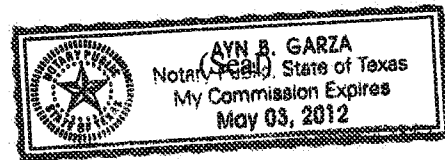
*[Signature]*  
Carl V. Rush Jr.  
President

**NOTARIZATION**

On this 12<sup>th</sup> day of October, 2011, before me, the undersigned Notary Public, personally appeared Carl V. Rush Jr., proved to me through satisfactory evidence of identification, which ~~was~~ was drivers license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Seller and executed this document of his/her own free will.

*[Signature]*  
Signature of Notary

My Commission Expires: May 3, 2012



WMI: Waste Management, Inc.

By:

Name:

Title:

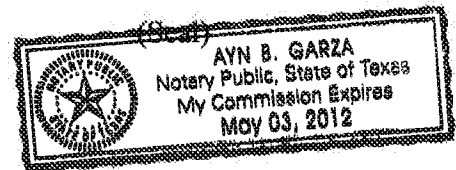
[Signature]  
Carl V. Rush Jr.  
SVP

# NOTARIZATION

On this 20<sup>th</sup> day of October, 2011, before me, the undersigned Notary Public, personally appeared Carl V. Rush Jr., proved to me through satisfactory evidence of identification, which ~~was~~ were Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of WMI and executed this document of his/her own free will.

Ayn B. Garza  
Signature of Notary

My Commission Expires: May 3, 2012



BUYER:

RecycleRewards, Inc.

By:

Name:

Title:

*Kris M. Heinrichs*  
KRIS M. HEINRICHS  
CFO

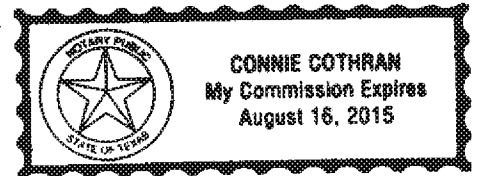
On this 12<sup>th</sup> day of October, 2011, before me, the undersigned Notary Public, personally appeared Kris M. Heinrichs proved to me through satisfactory evidence of identification, which ~~was/were~~ Drivers License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Buyer and executed this document of his/her own free will.

*Connie Cotheran*

Signature of Notary

(Seal)

My Commission Expires: 8-16-2015



[Signature Page to Trademark Assignment Agreement]

TRADEMARK  
REEL: 004667 FRAME: 0968

## Exhibit A

### Marks

The following are trademarks and service marks of Seller:

Country	Trademark/Service Mark	Application No	Registration No
USA	BLACK ARROW DESIGN (for GREENOPOLIS.COM)	85/061,393	
Canada	GREENOPOLIS	1,338,670	TMA 778,677
Canada	GREENOPOLIS	1,430,033	TMA 781,278
Mexico	GREENOPOLIS	1129519	1225028
Mexico	GREENOPOLIS	1129518	1193107
Mexico	GREENOPOLIS	1129517	
Mexico	GREENOPOLIS	1129516	1199947
USA	GREENOPOLIS	77/250,645	3,677,065
USA	GREENOPOLIS (bottle, barcode and arrows design)	85/165,014	
USA	GREENOPOLIS POINTS	77/906,488	
USA	GREENOPOLIS REWARDS	77/906,484	3,941,725
USA	GREENOPOLIS (stylized and/or with design)	77/835,787	3,830,774
USA	GREENOPOLIS (stylized and/or with design)	77/846,231	3,932,028
Mexico	GREENOPOLIS.COM (design)	1129514	1206872
USA	GREENOPOLIS.COM (design)	85/061,392	
Canada	GREENOPS	1,442,488	
USA	GREENOPS	77/639,929	
Canada	GREENOPS (Stylized and/or Design)	1,449,052	
USA	GREENOPS (Stylized and/or Design)	77/675,405	
USA	GREENOPS and design	77/803,422	
USA	GREENOPS (stylized and/or with design)	77/846,232	
USA	GREENOPS TRACKING STATION	77/851,233	
Canada	GREEN OPS RECAPTURE. RECYCLE. REUSE. TOGETHER (Stylized and/or Design)	1,446,920	
USA	GREEN OPS RECAPTURE. RECYCLE. REUSE. TOGETHER (Stylized and/or Design)	77/659,658	
USA	TRACK IT. DON'T TRASH IT.	77/851,235	
USA	TRACK IT. DON'T TRASH IT.	77/851,238	
USA	RETHINK. RECYCLE. REWARD.	85/089,949	
United Arab Emirates	RETHINK. RECYCLE. REWARD	150152	
USA	OCEANOPOLIS	77/912,326	3,962,838
Brazil	GREENOPOLIS	831130920	
Brazil	GREENOPOLIS	831130903	
Brazil	GREENOPOLIS	831130911	
Brazil	GREENOPOLIS	831130890	
Brazil	GREENOPOLIS	831130881	
USA	VENDCYCLE	85/240,608	
USA	VENDCYCLE	85/240,586	



The following are trademarks and service marks of WMI:

Country	Trademark/Service Mark	Application No	Registration No
USA	BLACK ARROW DESIGN (for GREENOPOLIS.COM)	85/061,393	
Mexico	GREENOPOLIS	1129517	
USA	GREENOPOLIS.COM (design)	85/061,392	
Canada	GREENOPS	1,442,488	
USA	GREENOPS	77/639,929	
Canada	GREENOPS (Stylized and/or Design)	1,449,052	
USA	GREENOPS (Stylized and/or Design)	77/675,405	
USA	GREENOPS and design	77/803,422	
USA	GREENOPS (stylized and/or with design)	77/846,232	
USA	GREENOPS TRACKING STATION	77/851,233	
Canada	GREEN OPS RECAPTURE. RECYCLE. REUSE. TOGETHER (Stylized and/or Design)	1,446,920	
USA	GREEN OPS RECAPTURE. RECYCLE. REUSE. TOGETHER (Stylized and/or Design)	77/659,658	
USA	TRACK IT. DON'T TRASH IT.	77/851,235	
USA	TRACK IT. DON'T TRASH IT.	77/851,238	
USA	RETHINK. RECYCLE. REWARD.	85/089,949	
United Arab Emirates	RETHINK. RECYCLE. REWARD	150152	
USA	VENDCYCLE	85/240,608	
USA	VENDCYCLE	85/240,586	