

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOMRA Pacific, Inc.		01/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	rePlanet, LLC
Street Address:	150 Klug Circle
City:	Corona
State/Country:	CALIFORNIA
Postal Code:	92880
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2536721	REPLANETA
Registration Number:	2636403	DO MORE THAN RECYCLE. REPLANET.
Registration Number:	2458393	REPLANET
Registration Number:	2685819	

CORRESPONDENCE DATA	
Fax Number:	(610)640-1965
Phone:	610-640-5800
Email:	ipdocketing@stradley.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Brian Cocca
Address Line 1:	30 Valley Stream Parkway
Address Line 2:	Stradley Ronon Stevens & Young, LLP
Address Line 4:	Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	107465-0041
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NAME OF SUBMITTER:	Brian A. Cocca
Signature:	/Brian A. Cocca/
Date:	01/05/2012
Total Attachments: 3 source=Assignment from TOMRA to rePlanet#page1.tif source=Assignment from TOMRA to rePlanet#page2.tif source=Assignment from TOMRA to rePlanet#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is effective as of January 1, 2012, by TOMRA Pacific, Inc., a Delaware corporation ("Assignor"), to rePlanet, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 31, 2011 (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring substantially all of the assets and assuming certain liabilities of the current business of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of those certain trademarks and associated registrations listed in the attached Schedule A (the "Trademarks");

WHEREAS, Assignor desires to transfer to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith and all applications, registrations and renewals therefor; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. **Trademark Assignment.** Assignor hereby conveys, transfers, assigns and delivers unto Assignee, all of Assignor's right, title, and interest in and to the Trademarks (including but not limited to all registration rights and all rights to prepare derivative marks with respect to the Trademarks), together with the underlying goodwill of the business associated with and symbolized by the Trademarks, as part of the transfer of the business pertaining to the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns and other legal representatives, as duly and entirely as the same would have been held or enjoyed by Assignor if this Trademark Assignment had not been made, along with all causes of action, including the right to sue and recover for past, present and future infringement.

2. **Further Assurances.** Assignor hereby agrees that, upon request by or on behalf of Assignee and without further consideration, Assignor shall (and, if applicable, shall cause its affiliates to) execute such further instruments of assignment and take such other action as may be required or useful to more effectively transfer, assign to and vest in Assignee, and perfect, register and/or record the rights of Assignee to, the Trademarks with the relevant authority at the United States Patent and Trademark Office.

3. **Governing Law.** This Trademark Assignment shall be construed, performed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

[Signature Page Follows]

BUSINESS # 1520006

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date hereinabove written.

TOMRA PACIFIC, INC.

By: Walter Garigliano, Secretary
Name: WALTER GARIGLIANO
Title: SECRETARY

**SCHEDULE A
ASSIGNED TRADEMARKS**

Mark Name	Jurisdiction	Registration No. / Mailing Date	Serial No.
REPLANETA	USA	2536721 Registration Date: 2/5/2002 Mailing Date: 2/15/2008	76/296773
REPLANETA	MEX		
DO MORE THAN RECYCLE. REPLANET.	USA	2636403 Registration Date: 10/15/2002 Mailing Date: 9/13/2008	76/036051
REPLANET	USA	2458393 Registration Date: 6/5/2001 Mailing Date: 10/02/2008	75/767966
Miscellaneous Design (background of rePlanet logo)	USA	2685819 Registration Date: 2/11/2003 Mailing Date: 9/10/2008	76/339837

BUSINESS # 1520008