

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.		04/09/2012	CORPORATION: DELAWARE
WM GREENOPS, LLC		04/09/2012	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: 2

Property Type	Number	Word Mark
Registration Number:	4007586	SCAN@SCHOOL
Serial Number:	85339607	SCAN@HOME

CORRESPONDENCE DATA

Fax Number: 7325302039
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 732 345 0400
 Email: trademark@mfiplaw.com
 Correspondent Name: Gwynne Barrett Sugg
 Address Line 1: 36 Bingham Avenue
 Address Line 4: Rumson, NEW JERSEY 07760

ATTORNEY DOCKET NUMBER:	REC080/084
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OP \$65.00 4007586

NAME OF SUBMITTER:	Maureen Levine
Signature:	/Maureen Levine/
Date:	04/20/2012
Total Attachments: 6 source=Assignment_RecycleRewards#page1.tif source=Assignment_RecycleRewards#page2.tif source=Assignment_RecycleRewards#page3.tif source=Assignment_RecycleRewards#page4.tif source=Assignment_RecycleRewards#page5.tif source=Assignment_RecycleRewards#page6.tif	

**AMENDMENT NO. 1 TO
TRADEMARK ASSIGNMENT**

This Amendment No. 1 to Trademark Assignment, dated as of April 9, 2012 (this "Amendment"), is entered into 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, WMI and Buyer are parties to the Trademark Assignment dated as of October 13, 2011 (the "Trademark Assignment") pursuant to which Seller and WMI conveyed and transferred to Buyer certain trademarks, services marks and trade names;

WHEREAS, Exhibit A to the Trademark Assignment contained certain scrivener's errors that Seller, WMI and Buyer wish to correct; and

WHEREAS, the Trademark Assignment may be amended only by a writing signed by all of the parties thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and by their signatures to this Amendment, Seller, WMI and Buyer hereby agree as follows:

1. Exhibit A to the Trademark Assignment shall be removed and replaced in its entirety with Exhibit A attached hereto.
2. All questions concerning the construction, validity, interpretation and enforcement of this Amendment shall be governed by and construed in accordance with the laws of Delaware applicable to contracts executed in and to be performed in that state, without regard to its conflicts with laws provisions.
3. Except as amended by this Amendment, the Trademark Assignment remains in full force and effect.
4. This Amendment 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 Amendment 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]
Charles V. Rush, Jr.
President

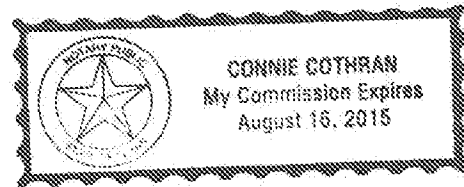
NOTARIZATION

On this 23rd day of March, 2012, before me, the undersigned Notary Public, personally appeared Charles V. Rush, Jr., proved to me through satisfactory evidence of identification, which was/were personally known, 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

(Seal)

My Commission Expires: 8-16-2015



WMI: Waste Management, Inc.

By:

Name:

Title:

My
Carl V. Rush, Jr.
Sr. Vice President

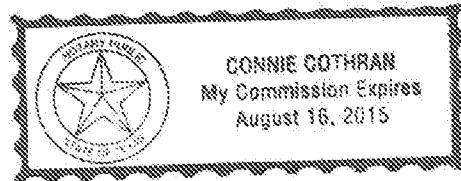
NOTARIZATION

On this 23rd day of March, 2012, before me, the undersigned Notary Public, personally appeared Carl V. Rush, Jr., proved to me through satisfactory evidence of identification, which was/were personally known, 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.

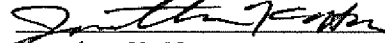
Connie Cothran
Signature of Notary

(Seal)

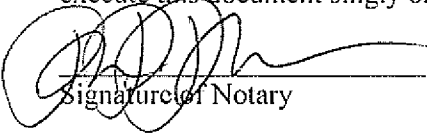
My Commission Expires: 8-16-2015



BUYER: RecycleRewards, Inc.

By: 
Name: Jonathan K. Hsu
Title: Chief Executive Officer

On this 9th day of April, 2012, before me, the undersigned Notary Public, personally appeared JONATHAN K. HSU, proved to me through satisfactory evidence of identification, which was/were PERSONALLY KNOWN, 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.


Signature of Notary

(Seal)

My Commission Expires: MARCH 12, 2016

Alicia Ann Mandelkow
Notary Public, State of New York
No. 01MA6257277
Qualified in New York County
Commission Expires on March 12, 2016

Exhibit A

Marks

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	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	4,029,904
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.	77/851,230	
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	SCAN@HOME	85/339,607	

Country	Trademark/Service Mark	Application No	Registration No
USA	SCAN@SCHOOL	85/137,957	4,007,586
USA	VENDCYCLE	85/240,608	
USA	VENDCYCLE	85/240,586	
Canada	GREENOPOLIS	1,338,670	TMA 778,677
Canada	GREENOPOLIS	1,430,033	TMA 781,278