

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
ReUseIt, LLC		08/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pono Products, Inc.		
Street Address:	116 W. Illinois Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3533174	BETTER BAGS FOR A BETTER PLANET	
Registration Number:	3600480	REUSABLEBAGS.COM	
Registration Number:	3763753	REUSEIT.COM	
Registration Number:	3931333	PLASTIC BAGS BLOW	
Registration Number:	3894211	ECOLUNCH	
Registration Number:	3985414	REUSABLES FOR EVERY PART OF YOUR LIFE	
Registration Number:	4107542	REUSEIT	
Serial Number:	85976309	REUSEIT	
Serial Number:	85066615	REUSEIT	
CORRESPONDENCE DATA			
Fax Number:	3128458435		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128458400		

CH \$240.00 3533174

Email: chiipmail@gtlaw.com
Correspondent Name: Howard E. Silverman
Address Line 1: Greenberg Traurig LLP
Address Line 2: 77 W. Wacker Drive, Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	122809.011100
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	08/09/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is delivered as of August 2, 2012, pursuant to, and is subject to all of, the terms and conditions of that certain Asset Purchase Agreement (the "**Purchase Agreement**") of even date herewith by and among ReUseIt, LLC, a Delaware limited liability company ("**Assignee**"), Pono Products, Inc., an Illinois corporation ("**Assignor**"), and certain shareholders of Assignor, pursuant to which Assignor has agreed to sell the Purchased Assets (as defined in the Purchase Agreement) to Assignee. Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant and subject to the terms of the Purchase Agreement, Assignor has agreed to sell, transfer and assign Assignor's entire right, title, interest and goodwill in and to the trademarks/service marks identified on the attached Exhibit A (collectively, the "**Trademarks**").

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.
2. Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with the Trademarks being assigned to Assignee, are the rights to police, monitor and enforce the Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.
3. Assignor hereby covenants and warrants that it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances, except as otherwise expressly set forth in the Purchase Agreement. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith. To the extent that any provision of this Trademark Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.
4. Assignor agrees to perform all affirmative acts which may be reasonably requested by Assignee to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign office, as well as to cooperate reasonably with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks.
5. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

6. Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

[Signature page immediately follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first set forth above.

PONO PRODUCTS, INC.


By: 
Name: Vincent Colb
Its: President

EXHIBIT A
TRADEMARKS

Mark	Appn. No.	Filing Date	Reg. No.	Reg. Date	Country
Better Bags for a Better Planet			3,533,174		
reusablebags.com			3,600,480		
reuseit.com			3,763,753		
Plastic Bags Blow			3,931,333		
Ecolunch			3,894,211		
Reusables for Every Part of Your Life			3,985,414		
reuseit			4,107,542		
REUSEIT	85/967,309				
REUSEIT	85/066,615				

Exhibit A to Trademark Assignment

CHI 62,633,795v1