

## 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           |
| Pono Products, Inc.   |  | 08/03/2012                            | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA  |  |                                       |                       |
| Name:   | ReUseIt, LLC                                 |                                       |                       |
| Street Address:   | 116 W. Illinois Street                       |                                       |                       |
| City:   | Chicago                                      |                                       |                       |
| State/Country:  | ILLINOIS                                     |                                       |                       |
| Postal Code:  | 60654  |                                       |                       |
| Entity Type:  | LIMITED LIABILITY COMPANY: DELAWARE          |                                       |                       |
| PROPERTY NUMBERS Total: 9   |  |                                       |                       |
| Property Type   | Number                                       | Word Mark                             |                       |
| Serial Number:  | 85976309                                     | REUSEIT                               |                       |
| Serial Number:  | 85066615                                     | REUSEIT                               |                       |
| 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                               |                       |
| CORRESPONDENCE DATA   |  |                                       |                       |
| Fax Number:   | 8043465954                                   |                                       |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                                       |                       |
| Phone:  | (804) 565-3533                               |                                       |                       |
| Email:  | trademarks@goodmanallen.com                  |                                       |                       |

OP \$240.00 85976309

Correspondent Name: Cheryl L Black  
Address Line 1: Goodman Allen & Filetti, PLLC  
Address Line 2: 4501 Highwoods Parkway, Suite 210  
Address Line 4: Glen Allen, VIRGINIA 23060

|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 0159.000050A   |
| NAME OF SUBMITTER:      | Cheryl L Black |
| Signature:              | /CLB/          |
| Date:                   | 10/02/2012     |

**Total Attachments: 12**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of August 3, 2012 by and among ReUseIt, LLC, a Delaware limited liability company ("Purchaser"), Pono Products, Inc., an Illinois corporation ("Seller"), Vincent Cobb, the majority shareholder of Seller ("Shareholder"), and Marni Shymkus. Certain capitalized terms which are used in this Agreement have the meanings set forth in Exhibit A attached hereto.

### RECITALS

A. Seller is engaged in the online retail sale of eco-friendly and "green" consumer products, including, without limitation, certain products within the Restricted Product Categories (the "Business"). Shareholder owns a majority of the issued and outstanding shares of capital stock of Seller.

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain of Seller's assets used to conduct the Business, on the terms and subject to the conditions contained in this Agreement.

### AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Purchase and Sell. On the terms and subject to the conditions contained in this Agreement, at the Closing, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of Seller's assets, properties and rights of whatever kind and wherever located (the "Purchased Assets"), free and clear of any liens, claims, encumbrances or security interests (collectively, "Liens"), except for the Excluded Assets. The Purchased Assets include the following: (a) all inventory (including all finished goods, work in process, raw materials, packaging materials, packing supplies and all other materials and supplies, including those to be used or consumed in the production of finished goods) (collectively, "Inventory"); (b) all furniture, fixtures, equipment (including office equipment and computer hardware), machinery, product samples and all other tangible personal property, including, all furniture, fixtures, equipment (including office equipment and computer hardware), located at Seller's office (the "Business Office") at 116 W. Illinois, Suite 6E, Chicago, Illinois (the "Purchased Furniture and Equipment"), except for the Excluded Equipment; (c) Seller's leasehold interests in and to the Business Office and improvements thereto (the "Leased Real Estate"), including without limitation the lease agreement with respect thereto (the "Office Lease"); (d) all leasehold interests in and to personal property leased to Seller; (e) all intellectual property and other intangible property rights of Seller, including patents, trademarks, copyrights, trade names, service marks, domain names, websites, telephone numbers, trade dress and slogans (and all registrations of any of the foregoing, and all applications for registration thereof), and all goodwill associated with all such intellectual property and other intangible property rights and all claims for past, present and future infringement thereof; (f) all contracts, agreements, license agreements (to the extent transferrable), sales orders and purchase orders (along with the Office Lease, the "Assigned Contracts"), other than the Excluded Contracts; (g) all customer lists, records and information, and all other books and records ("Included Books and Records"), other than the Excluded Books and Records; (h) all deposits (including security deposits), prepaid expenses and rebates due from vendors, and all rights with respect thereto; (i) all computer software, including all documentation and source codes with respect to such software, and licenses and leases of software; (j) all claims and rights (and benefits arising therefrom) with or against all Persons whomsoever, including all rights against suppliers under warranties covering any of the Inventory, equipment and other property constituting Purchased Assets; (k) all Permits and rights thereunder, other than Excluded Permits; and (l) all other assets of Seller, other than Excluded Assets.

award or law, statute, or regulation, except as disclosed on Section 11(s) of the Disclosure Schedule. There has been no (i) storage, treatment, generation, transportation, disposal, use, handling, release or presence of any Hazardous Substance or (ii) ownership or lease of real property, in each case by Seller or any other Person for which Seller is or may be held responsible, or which could give rise to any obligation or liability under any environmental law, statute or regulation or with respect to any Hazardous Substances.

(t) Real Estate. Seller does not own any real property. The Leased Real Estate is leased to Seller pursuant to a written lease, a true and correct copy of which has been delivered to Purchaser. Seller is not in default under the written lease relating to the Leased Real Estate nor, to the knowledge of Seller and Shareholder, is any other party thereto in default thereunder. The Leased Real Estate (i) is used in a manner which is consistent and permitted by applicable zoning ordinances and other laws or regulations without special use approvals or permits, and (ii) is in good condition, ordinary wear and tear excepted. .

(u) Intellectual Property.

(i) Section 11(u)(i) of the Disclosure Schedule identifies all of the following which are used in the Business or in which Seller claims any ownership rights: (A) all foreign and domestic trademarks, service marks, trade names, logos, trade dress and the like, including all common law marks, and all registrations and pending applications to register any such rights anywhere in the world; (B) all foreign and domestic patents and pending applications to patent any invention or design; (C) all copyrights, including computer software (other than off-the-shelf computer software), data, databases and all registrations of and applications to register copyrights anywhere in the world; (D) all licenses of rights to Intellectual Property, including to computer software and any other intellectual property, whether to or by Seller, including but not limited to all licenses and other rights granted with respect to any product sold by the Business within the past 5 years; and (E) all domain names. The rights required to be so identified, together with and all proprietary know how and trade secrets, confidential business information (including product ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals which are material to Seller in the conduct of the Business, are referred to herein collectively as the "Intellectual Property".

(ii) No third party has asserted ownership rights in, and Seller has not licensed or sublicensed, any of the Intellectual Property. Seller's use of the Intellectual Property and the conduct of the Business does not infringe any right of any third party. To Seller's and the Shareholder's knowledge, no third party is infringing any of Seller's rights in any of the Intellectual Property. Without limitation of the foregoing, Seller has, and at all times has had, the legal right to use all trademarks and other Intellectual Property as used in the Business. No employee or former employee of Seller has any rights in and to any of the Intellectual Property, and all such persons have assigned all of their rights thereto to Seller. There have been no claims made against the Seller asserting the invalidity, misuse or unenforceability of any of the Intellectual Property owned or used by the Seller, and to the Seller's knowledge, there is no basis for any such claim. The Seller has not received any notices of, and has no knowledge of any facts which indicate a reasonable likelihood of, any infringement or misappropriation by, or conflict with, any third party with respect to any Intellectual Property rights (including any demand or request that the Seller license any rights from a third party). The Seller owns and possesses all right, title and interest to, or has the right to use pursuant to a valid and enforceable license, all Intellectual Property necessary for the operation of the Business as presently conducted.

(iii) With respect to products sold by the Business, Seller has no obligation to pay royalties, fees or any other amounts to any third party that (A) designed or developed such product, (B) introduced the product or product concept to Seller or (C) otherwise owns or purports to own the design, concept or other intellectual property related to such product.

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

**REUSEIT, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PONO PRODUCTS, INC.**

By: *Vincent Cobb*  
Name: *Vincent Cobb*  
Title: *President*

**VINCENT COBB:**

*Vincent Cobb*

**MARNI SHYMKUS:**

*[Signature]*

**Limited Guaranty by Plow & Hearth, LLC ("Guaranty")**

The effectiveness of this Agreement is subject to the condition precedent that this Guaranty is executed. For full and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plow & Hearth, LLC, by its signature below, hereby irrevocably guarantees the following (and only the following) obligations of Purchaser: (a) the obligation of Purchaser to pay the Holdback Amount to Seller pursuant to this Agreement, if and when the Holdback Amount becomes due in accordance with the terms of this Agreement; and (b) the obligation of Purchaser to pay certain Closing Date Liabilities pursuant to, and subject to, Section 13(e) hereto. The terms and conditions of this Agreement related to its enforcement or interpretation are hereby incorporated into this Guaranty. This Guaranty may not be assigned by Plow & Hearth without Seller's and Shareholder's prior written consent.

**PLOW & HEARTH, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

**REUSEIT, LLC**

By: *John A. Haydock*  
Name: John A. Haydock  
Title: President

**PONO PRODUCTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VINCENT COBB:**

\_\_\_\_\_

**MARNI SHYMKUS:**

\_\_\_\_\_

**Limited Guaranty by Plow & Hearth, LLC ("Guaranty")**

The effectiveness of this Agreement is subject to the condition precedent that this Guaranty is executed. For full and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plow & Hearth, LLC, by its signature below, hereby irrevocably guarantees the following (and only the following) obligations of Purchaser: (a) the obligation of Purchaser to pay the Holdback Amount to Seller pursuant to this Agreement, if and when the Holdback Amount becomes due in accordance with the terms of this Agreement; and (b) the obligation of Purchaser to pay certain Closing Date Liabilities pursuant to, and subject to, Section 13(e) hereto. The terms and conditions of this Agreement related to its enforcement or interpretation are hereby incorporated into this Guaranty. This Guaranty may not be assigned by Plow & Hearth without Seller's and Shareholder's prior written consent.

**PLOW & HEARTH, LLC**

By: *John A. Haydock*  
Name: John A. Haydock  
Title: President

## ASSUMPTION OF LIABILITIES

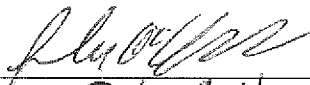
This Assumption of Liabilities is delivered pursuant to, and is subject to, all of the terms and conditions of that certain Asset Purchase Agreement dated as of August \_\_, 2012 (the "Purchase Agreement") by and among ReUseIt, LLC, a Delaware limited liability company ("Purchaser"), Pono Products, Inc., an Illinois corporation ("Seller"), and certain shareholders of Seller. Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement.

Pursuant to, and subject to, the terms of the Purchase Agreement, Purchaser hereby assumes, and agrees to discharge and perform when due, the Assumed Liabilities. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

Purchaser does not assume any other liabilities, obligations or commitments of Seller other than the Assumed Liabilities.

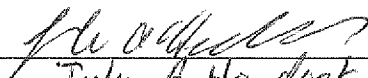
IN WITNESS WHEREOF, Purchaser has caused this Assumption of Liabilities to be executed by one of its authorized officers this \_\_\_ day of August, 2012.

REUSEIT, LLC

By:   
Name: John A Haydock  
Its: President

The undersigned hereby acknowledge and agree to the Estimated Cash Payment calculation, the calculation of the cash proceeds payable to Seller on the Closing Date and the funding procedures set forth in this Flow of Funds Memorandum as of August \_\_, 2012.

**REUSEIT, LLC**

By:   
Name: John J. Haydock  
Title: President

**PONO PRODUCTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VINCENT COBB:**

\_\_\_\_\_



## Consent to Assignment and Assumption of Contract

Pono Products, Inc. ("ASSIGNOR"), REUSEIT, LLC ("ASSIGNEE"), and NetElixir ("COUNTERPARTY") each hereby agree:

That COUNTERPARTY and ASSIGNOR entered into that certain Agreement for Services dated September 1, 2011 (the "CONTRACT").

That, pursuant to an Asset Purchase Agreement (the "APA") to be executed between ASSIGNOR and ASSIGNEE, ASSIGNEE will purchase certain assets and contractual rights of ASSIGNOR, including ASSIGNOR's rights under the CONTRACT, and accordingly ASSIGNOR will assign its rights under the CONTRACT to ASSIGNEE and ASSIGNEE will assume ASSIGNOR's obligations under the CONTRACT.

That the CONTRACT requires the consent of COUNTERPARTY to the assignment by ASSIGNOR and the assumption by ASSIGNEE of the CONTRACT and ASSIGNOR's attendant rights and obligations.

That COUNTERPARTY, acknowledging receipt of valid consideration, hereby consents to the assignment by ASSIGNOR of all of its rights under the CONTRACT to ASSIGNEE, and to the assumption of all of ASSIGNOR's obligations and liabilities under the CONTRACT by ASSIGNEE.

That ASSIGNOR, effective as of the consummation of the transactions contemplated by the APA, shall be released and discharged from any further liabilities or obligations under the CONTRACT, and any guarantor or other surety of ASSIGNOR's performance of (or other obligations under) the CONTRACT shall be released from any such applicable guaranty or similar obligation. Such guarantor or other surety shall be deemed a third party beneficiary hereof for the purposes of such release.

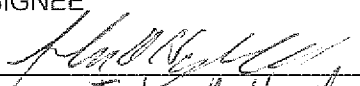
That in all other respects the CONTRACT is ratified, and the terms and conditions of the CONTRACT shall be the same as those of the original CONTRACT.

Dated: July \_\_, 2012


ASSIGNOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE

By:   
Name: John A. Haydock  
Title: President

COUNTERPARTY

By:   
Name: UDAYANI BOSE  
Title: CEO

Consent to Assignment and Assumption of Contract

Pono Products, Inc. ("ASSIGNOR"), REUSEIT, LLC ("ASSIGNEE"), and HS Data Service, LLC ("COUNTERPARTY") each hereby agree:

That COUNTERPARTY and ASSIGNOR entered into those three certain Order Forms, each governed by the Master Software Subscription Agreement: Dedicated Server Order Form dated January 1, 2011, Web Hosting Order Form dated November 8, 2010, Virtual Server Order Form dated December 9, 2011 (the "CONTRACTS").

That, pursuant to an Asset Purchase Agreement (the "APA") to be executed between ASSIGNOR and ASSIGNEE, ASSIGNEE will purchase certain assets and contractual rights of ASSIGNOR, including ASSIGNOR's rights under the CONTRACTS, and accordingly ASSIGNOR will assign its rights under the CONTRACTS to ASSIGNEE and ASSIGNEE will assume ASSIGNOR's obligations under the CONTRACTS.

That the CONTRACTS require the consent of COUNTERPARTY to the assignment by ASSIGNOR and the assumption by ASSIGNEE of the CONTRACTS and ASSIGNOR's attendant rights and obligations.

That COUNTERPARTY, acknowledging receipt of valid consideration, hereby consents to the assignment by ASSIGNOR of all of its rights under the CONTRACTS to ASSIGNEE, and to the assumption of all of ASSIGNOR's obligations and liabilities under the CONTRACTS by ASSIGNEE.

That ASSIGNOR, effective as of the consummation of the transactions contemplated by the APA, shall be released and discharged from any further liabilities or obligations under the CONTRACTS, and any guarantor or other surety of ASSIGNOR's performance of (or other obligations under) the CONTRACTS shall be released from any such applicable guaranty or similar obligation. Such guarantor or other surety shall be deemed a third party beneficiary hereof for the purposes of such release.

That in all other respects the CONTRACT is ratified, and the terms and conditions of the CONTRACT shall be the same as those of the original CONTRACT.

Dated: July 24, 2012

ASSIGNOR

By: [Signature]  
Name: VINCE COBB  
Title: PRESIDENT

COUNTERPARTY

By: [Signature]  
Name: BIGANI SUTHERLAND  
Title: CEO

ASSIGNEE

By: [Signature]  
Name: John A. Haydock  
Title: President

## Consent to Assignment and Assumption of Contract

Pono Products, Inc. ("ASSIGNOR"), REUSEIT, LLC ("ASSIGNEE"), and PDITC, LLC ("COUNTERPARTY") each hereby agree:

That COUNTERPARTY and ASSIGNOR entered into that certain AM/PM Server Support Service Agreement dated May 1, 2012 (the "CONTRACT").

That, pursuant to an Asset Purchase Agreement (the "APA") to be executed between ASSIGNOR and ASSIGNEE, ASSIGNEE will purchase certain assets and contractual rights of ASSIGNOR, including ASSIGNOR's rights under the CONTRACT, and accordingly ASSIGNOR will assign its rights under the CONTRACT to ASSIGNEE and ASSIGNEE will assume ASSIGNOR's obligations under the CONTRACT.

That the CONTRACT requires the consent of COUNTERPARTY to the assignment by ASSIGNOR and the assumption by ASSIGNEE of the CONTRACT and ASSIGNOR's attendant rights and obligations.

That COUNTERPARTY, acknowledging receipt of valid consideration, hereby consents to the assignment by ASSIGNOR of all of its rights under the CONTRACT to ASSIGNEE, and to the assumption of all of ASSIGNOR's obligations and liabilities under the CONTRACT by ASSIGNEE.

That ASSIGNOR, effective as of the consummation of the transactions contemplated by the APA, shall be released and discharged from any further liabilities or obligations under the CONTRACT, and any guarantor or other surety of ASSIGNOR's performance of (or other obligations under) the CONTRACT shall be released from any such applicable guaranty or similar obligation. Such guarantor or other surety shall be deemed a third party beneficiary hereof for the purposes of such release.

That in all other respects the CONTRACT is ratified, and the terms and conditions of the CONTRACT shall be the same as those of the original CONTRACT.

Dated: July 24, 2012

ASSIGNOR

By: [Signature]  
Name: JEFFREY COBB  
Title: PRESIDENT

COUNTERPARTY

By: [Signature]  
Name: Jeffrey M. Poolgasek  
Title: President

ASSIGNEE

By: [Signature]  
Name: John R. Hudock  
Title: President

TRADEMARK

REEL: 004871 FRAME: 0539

## Consent to Assignment and Assumption of Contract

Pono Products, Inc. ("ASSIGNOR"), REUSEIT, LLC ("ASSIGNEE"), and NetElxir ("COUNTERPARTY") each hereby agree:

That COUNTERPARTY and ASSIGNOR entered into that certain Agreement for Services dated April 1, 2012 (the "CONTRACT").

That, pursuant to an Asset Purchase Agreement (the "APA") to be executed between ASSIGNOR and ASSIGNEE, ASSIGNEE will purchase certain assets and contractual rights of ASSIGNOR, including ASSIGNOR's rights under the CONTRACT, and accordingly ASSIGNOR will assign its rights under the CONTRACT to ASSIGNEE and ASSIGNEE will assume ASSIGNOR's obligations under the CONTRACT.

That the CONTRACT requires the consent of COUNTERPARTY to the assignment by ASSIGNOR and the assumption by ASSIGNEE of the CONTRACT and ASSIGNOR's attendant rights and obligations.

That COUNTERPARTY, acknowledging receipt of valid consideration, hereby consents to the assignment by ASSIGNOR of all of its rights under the CONTRACT to ASSIGNEE, and to the assumption of all of ASSIGNOR's obligations and liabilities under the CONTRACT by ASSIGNEE.

That ASSIGNOR, effective as of the consummation of the transactions contemplated by the APA, shall be released and discharged from any further liabilities or obligations under the CONTRACT, and any guarantor or other surety of ASSIGNOR's performance of (or other obligations under) the CONTRACT shall be released from any such applicable guaranty or similar obligation. Such guarantor or other surety shall be deemed a third party beneficiary hereof for the purposes of such release.

That in all other respects the CONTRACT is ratified, and the terms and conditions of the CONTRACT shall be the same as those of the original CONTRACT.

Dated: July 27, 2012

ASSIGNOR

By: [Signature]  
Name: James Capen  
Title: President

COUNTERPARTY

By: [Signature]  
Name: UDAYAN BOSE  
Title: PRESIDENT

ASSIGNEE

By: [Signature]  
Name: John B. Haydock  
Title: President

TRADEMARK

REEL: 004871 FRAME: 0540

Consent to Assignment and Assumption of Contract

Pono Products, Inc. ("ASSIGNOR"), REUSEIT, LLC ("ASSIGNEE"), and Boylston Steam Specialty Company, Inc. ("COUNTERPARTY") each hereby agree:

That COUNTERPARTY and ASSIGNOR entered into that certain Commercial Lease dated December 15, 2011 (the "CONTRACT").

That, pursuant to an Asset Purchase Agreement (the "APA") to be executed between ASSIGNOR and ASSIGNEE, ASSIGNEE will purchase certain assets and contractual rights of ASSIGNOR, including ASSIGNOR's rights under the CONTRACT, and accordingly ASSIGNOR will assign its rights under the CONTRACT to ASSIGNEE and ASSIGNEE will assume ASSIGNOR's obligations under the CONTRACT.

That the CONTRACT requires the consent of COUNTERPARTY to the assignment by ASSIGNOR and the assumption by ASSIGNEE of the CONTRACT and ASSIGNOR's attendant rights and obligations.

That COUNTERPARTY, acknowledging receipt of valid consideration, hereby consents to the assignment by ASSIGNOR of all of its rights under the CONTRACT to ASSIGNEE, and to the assumption of all of ASSIGNOR's obligations and liabilities under the CONTRACT by ASSIGNEE.

That ASSIGNOR, effective as of the consummation of the transactions contemplated by the APA, shall be released and discharged from any further liabilities or obligations under the CONTRACT, and any guarantor or other surety of ASSIGNOR's performance of (or other obligations under) the CONTRACT shall be released from any such applicable guaranty or similar obligation. Such guarantor or other surety shall be deemed a third party beneficiary hereof for the purposes of such release.

That in all other respects the lease is ratified, and the terms and conditions of the occupation by ASSIGNEE in the premises covered by the CONTRACT shall be the same as those of the original CONTRACT.

Dated: July 24, 2012

ASSIGNOR

By: [Signature]  
Name: David C. Ellis  
Title: President

COUNTERPARTY Boylston Steam Specialty Company, Inc.

By: [Signature]  
Name: Roy F. Gibson  
Title: President

ASSIGNEE

By: [Signature]  
Name: John H. Hancock  
Title: President

Disclosure Schedules - Section 11(u)(1)

Trademarks

Registered

Better Bags for a Better Planet (RN: 3,533,174)  
reusablebags.com (RN: 3,600,480)  
reuseit.com (RN: 3,763,753)  
Plastic Bags Blow (RN: 3,931,333)  
Ecolunch (RN: 3,894,211)  
Reusables for Every Part of Your Life (RN: 3,985,414)  
reuseit (RN: 4,107,542)

Applications Pending

REUSEIT 85/957,309  
REUSEIT 85/066,615

*VSC / [Signature]*

Common Law Marks

REDUCE REUSE & SAVE  
REUSEIT  
PLASTIC BAGS BLOW

Copyrights

website

Material licenses of rights to third party-owned Intellectual Property, including computer software

osCommerce, licensed under GNU General Public License Version 3

Trac, licensed under the modified BSD open source license

Digitalus, licensed under the BSD open source license

Domain Names

ACMEBAGS.COM

The items referenced in this section of the Disclosure Schedule shall be deemed disclosed for the purposes of each other section of the Disclosure Schedule (and therefor deemed to be set forth in such other section) to the extent it is reasonably apparent on its face that such items and disclosure are relevant to such other sections, and the items in each other section of the Disclosure Schedule or described in the Agreement shall be deemed set forth hereon, to the extent it is reasonably apparent on its face that such items and disclosure are relevant to this section of the Disclosure Schedule.