

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Micro Electronics, Inc.		08/28/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Redemtech, Inc.
<b>Street Address:</b>	4115 Leap Road
<b>City:</b>	Columbus
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	43026
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3170581	CARESTREAM
Registration Number:	3209236	DATASURE
Registration Number:	3259154	DATASURE ERASE-IT
Registration Number:	3072081	DATASURE LOCK-IT
Registration Number:	3174947	DRIVING ASSET REVOLUTION
Registration Number:	3053784	ECHANGE TCM
Registration Number:	3169543	ECOSURE
Registration Number:	3916416	MAKE IT LAST
Registration Number:	3403403	RED RABBITT
Registration Number:	3634988	RED RABBITT
Registration Number:	2287496	REDEMTECH
Registration Number:	2702202	REDEMTECH
Registration Number:	3053768	REGUARD
Registration Number:	3081755	RETRAC

OP \$415.00 3170581

Registration Number:	3166148	REVOLVE I T
Registration Number:	4012490	SERIOUS GOOD

**CORRESPONDENCE DATA**

Fax Number: 3034732720  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (303) 473-2873  
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Correspondent Name: Larry H. Tronco  
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Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	75755.0004
NAME OF SUBMITTER:	Larry H. Tronco
Signature:	/LARRY H. TRONCO/
Date:	01/09/2013

**Total Attachments: 5**  
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**TRADEMARK ASSIGNMENT**

Micro Electronics, Inc., a Delaware corporation located at 4055 Leap Road, Hilliard, Ohio 43026 (“**Assignor**”), and Redemtech, Inc., a Delaware corporation located at 4115 Leap Road, Columbus, Ohio 43026 (“**Assignee**”), enter into this Trademark Assignment as of August 28, 2012.

WHEREAS, Assignor has used, registered, or is using various trademarks set forth in Schedules A and B (collectively, the “Marks”);

WHEREAS, Assignor desires to assign, and Assignee desires to accept, all right, title, and interest in and to the Marks, along with the federal trademark registrations, and the business goodwill associated with the Marks to Assignee,

WHEREAS, Assignor and Assignee desire to effect and memorialize Assignor’s transfer and Assignee’s receipt of the Marks under this Trademark Assignment, subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignor does hereby transfer, assign and otherwise convey to Assignee and Assignee hereby accepts the assignment and transfer of, all of Assignor’s right, title and interest in, to and under (a) the Marks, together with all of Assignor’s goodwill associated with and symbolized by the Marks, and the registrations, including any renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the date hereof and hereafter, and (b) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Assignor hereby agrees to perform all acts reasonably necessary and appropriate to vest in Assignee, or to its successors and assigns, the rights hereby transferred and to promptly execute all papers and to perform such other necessary and appropriate acts as may be reasonably requested by Assignee in order to obtain assignment documents in recordable form and to vest the rights, title and interest hereby transferred. Without limiting the generality of the foregoing, upon the request of Assignee or its designees, Assignor will make all rightful oaths, testify on behalf of Assignee or its designees in matters involving the Marks, do all other lawful acts and provide any material, information, or assistance to Assignee or its designees that are necessary to carry out the intent of this Agreement.

3. This Trademark Assignment is being made in connection with a certain STOCK PURCHASE AGREEMENT, dated August 28, 2012, by and among PCG PARENT CORP., as the Purchaser, and MICRO ELECTRONICS, INC., as the Seller, and ARROW ELECTRONICS, INC. with respect to all of the issued and outstanding shares of the capital stock of REDEMTECH, INC. (the “Stock Purchase Agreement”). For the avoidance of doubt, Assignor

makes no representation or warranty under this Trademark Assignment with respect to the Marks; any and all such representations and warranties are set forth exclusively in the Stock Purchase Agreement.

4. This Agreement shall inure to the benefit of the successors and assigns of Assignee and shall be binding upon the successors and assigns of Assignor.

5. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Agreement to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement to be effective on the day and year first above written.

**ASSIGNOR:**  
MICRO ELECTRONICS, INC.

By:

Name:

Title:


**ASSIGNEE:**  
REDEMTECH, INC.

By:

Name:

Title:

SCHEDULE A – U.S. Trademarks		
Mark	Goods/Services	Registration
CARESTREAM	Freight information management services, namely, shipment processing, preparing shipping documents and invoices, tracking documents, packages and freight over computer networks, intranets and internets; logistics management in the field of office equipment; transportation logistics services, namely, arranging the transportation of goods for others; arranging for pickup, delivery, storage and transportation of documents, packages, freight and parcels via ground and air carriers	3170581
DATASURE	Computer security service, namely, hard drive erasure	32909236
DATASURE ERASE-IT	Computer software for use in hard drive sanitization; computer software for use in hard drive sanitization that may be downloaded from a global computer network	3259154
DATASURE LOCK-IT	Computer software for use in encryption of data and data recovery; computer software for use in encryption of data and data recovery that may be downloaded from a global computer network	3072081
DRIVING ASSET REVOLUTION	Business consultation in the field of industrial and electronic assets management and disposal; industrial asset management services, namely, auctioning, liquidating and remarketing industrial assets of others	3174947
ECHANGE TCM	Business consulting services in recycling, remarketing and reusing business and office equipment; business management services in the field of business and office equipment; freight information management services, namely, shipment processing, preparing shipping documents and invoices, tracking documents, packages and freight over computer networks, intranets and internets; logistics management in the field of office equipment; transportation logistics services, namely, arranging the transportation of business and office equipment for others; arranging for pickup, delivery, storage and transportation of business and office equipment via ground and air carriers  Recycling services, namely, business and office equipment recycling services	3053784

ECOSURE	Business services, namely providing consultation and management support in the field of asset recovery and recycling of industrial and electronic assets  Recycling industrial and electronic assets; sorting of waste and recyclable material, namely, industrial assets and electronic products	3169543
MAKE IT LAST	Business consultation in the field of industrial and electronic assets management and disposal; industrial asset management services, namely, auctioning, liquidating and remarketing industrial assets of others	3916416
RED RABBITT	On-line retail store services in the field of computer and electronics equipment; retail store services in the field of computer and electronics equipment; retail consignment stores in the field of computer and electronics equipment; retail services by direct solicitation and sales agents in the field of computer and electronics equipment; wholesale store services in the field of computer and electronics equipment	3403403
 RED RABBITT	On-line retail store services in the field of computer and electronics equipment; retail store services in the field of computer and electronics equipment; retail consignment stores in the field of computer and electronics equipment; retail services by direct solicitation by sales agents in the field of computer and electronics equipment; wholesale store services in the field of computer and electronics equipment	3634988
REDEMTECH	Business management services, namely, consultation on establishing and operating computer recycling services; retail store services in the field of used and rebuilt computers, computer equipment and computer peripheral equipment	2287496
REDEMTECH	Technical consultation and research in the field of recycling computers, computer equipment and computer peripheral equipment; technical supervision and inspection in the field of recycling computers, computer equipment and computer peripheral equipment; development of new technology for others to enable management, deployment, preparation, packaging, storage, repair, registration, classifying, auditing, testing, tracking, reporting, cleaning, erasure, maintenance, configuration, disposal and destruction of computers, computer equipment and computer peripheral equipment	2702202
REGUARD	Consulting services in the field of business and office equipment logistics management; transportation logistics services, namely planning and scheduling shipments for users of transportation services; asset	3053768

	management, namely, tracking and maintaining an inventory of office equipment  Technical consulting services in the field of hard drive security, erasure, sanitization and encryption; business and computer services in the field of hard drive erasure, sanitization and encryption; computer services, namely, data recovery services; reviewing standards and practices to assure compliance with environmental and financial laws and regulations	
RETRAC	Business services, namely, providing identification, recording, tracking and routing of industrial assets of others	3081755
REVOLVE IT	Business consulting services in recycling, remarketing and reusing business and office equipment; business and office equipment management services; business and office equipment logistics services  Business and office equipment recycling services	3166148
SERIOUS GOOD	Developing and managing the charitable giving programs of others	4012490

SCHEDULE B – Foreign Trademarks		
Mark	Country	Registration No.
REDEMTECH	Canada	589910
	European Union	002627768
	Mexico	1191401
	Mexico	1191402
REDEMTRAC	Canada	589904
	European Union	002629384
RED RABBIT (& Design)	Mexico	1178895
RED RABBIT	Mexico	1178739
RETRAC	Mexico	1191403
DATASURE	Mexico	1166056