

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
V&M Corporation		11/06/2013	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
Name:	Rizzo Recycling Services, LLC		
Street Address:	6200 Elmridge		
Internal Address:	Attn: Chuck Rizzo - CEO		
City:	Sterling Heights		
State/Country:	MICHIGAN		
Postal Code:	48313		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3996255	ROYAL OAK RECYCLING	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248.642.1484		
Email:	sstorrie@dmms.com		
Correspondent Name:	Scot Storrie		
Address Line 1:	39533 Woodward Ave.		
Address Line 2:	Suite 200		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	3172.003		
NAME OF SUBMITTER:	Scot Storrie - Attorney of record (MI)		
Signature:	/Scot Storrie/		

OP \$40.00 3996255

Date:

12/03/2013

Total Attachments: 4

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## PROPRIETARY RIGHTS ASSIGNMENT

This PROPRIETARY RIGHTS ASSIGNMENT ("*Assignment*") is entered into as of November 6, 2013 by V&M Corporation, a Michigan corporation ("*Assignor*") in favor of Rizzo Recycling Services, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to U.S. trademark registration number 3996255 for the service mark "**ROYAL OAK RECYCLING**" and all goodwill associated therewith (the "*Mark*");

WHEREAS, Assignor, Assignee, Habib Mamou and Rizzo Group, LLC are parties to the Asset Purchase and Contribution Agreement dated as of the date hereof (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Mark;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Mark pertains and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Mark and all goodwill associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees to the following:

1. Assignor hereby irrevocably sells, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance (without cost to Assignor) as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of the Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with the Mark including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) obtaining any additional protection for the Mark that Assignee reasonably may deem appropriate that may be secured under

the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.

3. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Mark.
7. Notwithstanding any provision of this Agreement to the contrary, this Assignment is subject in all respects to the rights and responsibilities of the Assignor, Royal Oak Recycling - Pittsburgh, LLC and Royal Oak Recycling - Cleveland, Inc. as set forth in that certain Trademark License Agreement dated as of even date herewith (the "*License Agreement*"). Nothing contained in this Agreement shall be construed as an assignment to Assignee of any of the goodwill of either Royal Oak Recycling - Pittsburgh, LLC or Royal Oak Recycling - Cleveland, Inc. (other than, for the avoidance of doubt, all goodwill associated with the Mark and the "Marks" as defined in the License Agreement).

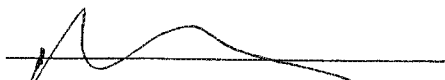
\* \* \* \* \*

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**V&M CORPORATION**

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

Acknowledgement:

**RIZZO RECYCLING SERVICES, LLC**

By: \_\_\_\_\_  
Name: Charles B. Rizzo  
Title: President

[Signature Page to Proprietary Rights Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**V&M CORPORATION**

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

Acknowledgement:

**RIZZO RECYCLING SERVICES, LLC**

By: \_\_\_\_\_  
Name: Charles B. Rizzo  
Title: President

[Signature Page to Proprietary Rights Assignment]