

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Phoenix Recycling, Inc.		11/06/2012	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WasteZero, Inc.		
<b>Street Address:</b>	8540 Colonnade Center Drive		
<b>Internal Address:</b>	Suite 312		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27615		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3569872	RECYCLOGIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9198638718		
<b>Email:</b>	trademarks@cshlaw.com		
<b>Correspondent Name:</b>	Frank W. Leak, Jr.		
<b>Address Line 1:</b>	5420 Wade Park Blvd.		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27607		
<b>NAME OF SUBMITTER:</b>	Frank W. Leak, Jr.		
<b>SIGNATURE:</b>	/Frank W. Leak, Jr./		
<b>DATE SIGNED:</b>	06/09/2014		
<b>Total Attachments: 3</b>			
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OP \$40.00 3569872

## TRADEMARK ASSIGNMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of 6<sup>th</sup> day of November, 2012, (the "Effective Date"), between Phoenix Recycling, Inc., a South Carolina corporation (the "ASSIGNOR"), and WasteZero, Inc., a Delaware corporation (the "ASSIGNEE").

**WHEREAS**, ASSIGNOR is a corporation duly organized and existing under the laws of the State of South Carolina with a principle place of business of 5180 Horry Drive, Suite B, Murrells Inlet, SC 29576;

**WHEREAS**, ASSIGNEE is a corporation duly organized and existing under the laws of the State of Delaware with a principle place of business of 8540 Colonnade Center Drive, Suite 312, Raleigh, North Carolina, 27615;

**WHEREAS**, on or about December 17, 2008, Mark A. Dancy, the original owner and registrant of the trademark "RECYCLOGIC" (Application No. 77/508,672) (Registration No. 3569872), assigned all right, title, and interest by Trademark Assignment to ASSIGNOR and recorded said Trademark Assignment with the United States Patent and Trademark Office on December 18, 2008 (Reel: 003905/Frame: 0897);

**WHEREAS**, on or about January 20, 2009, ASSIGNOR formally changed its name to WasteZero, Inc., a corporation duly organized and existing under the laws of the State of South Carolina with a principle place of business of 5180 Horry Drive, Suite B, Murrells Inlet, SC 29576 ("WasteZero I");

**WHEREAS**, on or about November 6, 2012, WasteZero I merged with an entity named WZDE, Inc. for the purpose of effecting the reincorporation of the WasteZero I in the State of Delaware (the "Merger and Reincorporation");

**Trademark Assignment  
Phoenix Recycling, Inc. (SC) to WasteZero, Inc. (DE)**

WHEREAS, said Merger and Reincorporation was consummated through execution of the following documents: (1) Agreement and Plan of Merger and Reincorporation (dated November 2, 2012); (2) Articles of Merger (date stamped November 6, 2012) by the South Carolina Secretary of State; and (3) Certificate of Merger (date stamped November 5, 2012) by the Delaware Secretary of State;

WHEREAS subsequent to the Merger and Reincorporation, WZDE, Inc. officially and formally changed its name to WasteZero, Inc., the named Assignee for the purposes of this Agreement;

WHEREAS, ASSIGNOR is the apparent owner of marks before the United States Patent and Trademark Office as reflected in the USPTO assignment records, including: **RECYCLOGIC**, Reg. No. 3,569,872;

WHEREAS, ASSIGNOR wishes to assign and the ASSIGNEE wishes to acquire, the Assignor's rights in **RECYCLOGIC**, Reg. No. 3,569,872.

NOW THEREFORE, for good and valuable consideration already conveyed, the receipt and sufficiency of which ASSIGNOR hereby acknowledges, ASSIGNOR hereby conveys, transfers, and assigns to ASSIGNEE all of the ASSIGNOR'S right, title, and interest of whatever kind in any and all trademarks owned by ASSIGNOR, including those Trademarks specifically listed above, together with:

1) the goodwill of the business relating to the products and services on which the Trademarks are used and for which they are registered;

2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks; and

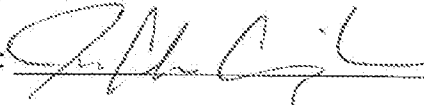
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3) all rights to sue for past, present and future infringement or misappropriations of the Trademarks.

The ASSIGNOR further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the ASSIGNEE full right, title, and interest in the Trademarks and its related property.

In witness whereof, the ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

**ASSIGNOR**

By: 


Name: J. Calvin Cunningham

Title: VP, General Counsel and Corporate Secretary

Phoenix Recycling, Inc., a South Carolina corporation

Effective Date: November 6, 2012

**ASSIGNEE**

By: 

Name: J. Calvin Cunningham

Title: VP, General Counsel and Corporate Secretary

WasteZero, Inc., a Delaware corporation

Effective Date: November 6, 2012