

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM310013

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PSA-MHF Acquisition, LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	DMI Acquisition, LLC
<b>Street Address:</b>	222 South Ninth Street, Suite 2880
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	CORPORATION: MINNESOTA <i>Limited Liability Company</i>

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3616826	EFFECTIVE EFFICIENCY
Serial Number:	85040804	RECYCLETHISCARD

**CORRESPONDENCE DATA**

**Fax Number:**  
*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.*

**Email:** lynn.little@bakerbotts.com

**Correspondent Name:** Lynn A. Little

**Address Line 1:** 2001 Ross Avenue

**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	083111.0101
<b>NAME OF SUBMITTER:</b>	Lynn A. Little
<b>SIGNATURE:</b>	/Lynn A. Little/
<b>DATE SIGNED:</b>	07/08/2014

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

WHEREAS, PSA-MHF Acquisition, LLC, a Delaware limited liability company, having an address of 475 North Martingale Road, Suite 200, Schaumburg, Illinois 60173 (hereafter "Assignor") is the owner of all right, title and interest in and to the marks set forth on Exhibit A attached hereto (hereafter the "Marks") and the related trademark registrations and pending applications; and

WHEREAS, Assignor and DMI Acquisition, LLC, a Minnesota limited liability company, having an address of 222 South Ninth Street, Suite 2880, Minneapolis, MN 55402 (hereafter "Assignee") have executed an Asset Purchase Agreement dated as of July 2, 2014 (the "Purchase Agreement");

WHEREAS, Assignor desires to transfer and assign all right, title and interest in and to the Marks and in and to the related registrations and pending applications therefor together with the goodwill of the business symbolized by the marks throughout the world,, Assignee being a successor to the portions of the business of Assignor to which the Marks pertain pursuant to the Purchase Agreement and which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, its entire right, title and interest of every kind and character throughout the world in and to the Marks and the related registrations and applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world.

Assignor also assigns unto Assignee all claims for damages by reason of infringement of the Marks throughout the world (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), with all causes of action and rights to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Upon Assignee's reasonable request, but at no expense to Assignor, Assignor will promptly execute and deliver documents in recordable form that are reasonably necessary to vest, secure or perfect, the rights and interests of Assignee in and to the Marks.

This assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office. The assignment granted herein has been granted in accordance with the terms of the Purchase Agreement and is expressly subject to the terms thereof.

If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and its duly authorized representative has caused this Trademark Assignment to be executed on the date and in the capacity shown below.

**PSA-MHF ACQUISITION, LLC**

By:   
Name: James Cyze  
Title: President & Chief Executive Officer

[Signature page to the Trademark Assignment Agreement]

STATE OF Illinois §  
COUNTY OF Will §  
§

Before me, the undersigned, a Notary Public on this day personally appeared James M. Cyp, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PSA-MHF Acquisition, LLC, a Delaware limited liability company, and that he/she had executed the same as the act of such company for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of June, 2014.

Laura J. Ruby  
Notary Public in and for

[Notary Page to the Trademark Assignment Agreement]



**EXHIBIT A**

**U.S. Trademarks**

Country	Mark	Appln. No.	Filing Date	Reg. No.	Reg. Date
USA	EFFECTIVE EFFICIENCY	77/282084	9/18/2007	3616826	5/5/2009
USA	RECYCLETHISCARD	85/040804	5/17/2010	(Pending)	(Pending)