

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315615

<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>
Lifespan Recycling Co. Inc.		08/29/2014	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LifeSpan International, Inc.		
<b>Street Address:</b>	1275 Grove Street		
<b>Internal Address:</b>	Suite 2-400		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3789728	LIFESPAN TECHNOLOGY RECYCLING	
<b>Registration Number:</b>	3795598	LIFESPAN SECURE DESTRUCTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>	314.552.6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Shoko Naruo		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	57809-135724		
<b>NAME OF SUBMITTER:</b>	Shoko Naruo		
<b>SIGNATURE:</b>	/shoko naruo/		
<b>DATE SIGNED:</b>	08/29/2014		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”), dated as of August 29, 2014 is by and among LifeSpan International, Inc., a Delaware corporation (“**Assignee**”) and Lifespan Recycling Co., Inc. a Massachusetts corporation (“**Assignor**”).

**WHEREAS**, Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), whereby Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, the Purchased Assets, including without limitation that Intellectual Property set forth on **Exhibit A**, free and clear of all Liens other than the Permitted Liens, and Assignee has agreed to purchase from Assignor, the Purchased Assets, all on the terms and conditions set forth in the Purchase Agreement; and

**WHEREAS**, all capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

**NOW, THEREFORE**, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to all Intellectual Property owned by Assignor and primarily used by Assignor in the conduct of the Business and all goodwill associated therewith, including without limitation that Intellectual Property set forth on **Exhibit A**, and the exclusive right to display, prepare, reproduce, create derivative works based on, and operate (as applicable) the same, including all of Assignor’s rights to sue or otherwise claim for past, present or future infringement or unauthorized use or disclosure or breach thereof.

2. Assistance. From time to time hereafter, and without further consideration, the Assignor, the Assignee and their respective successors and permitted assigns, covenant and agree that the Assignor, the Assignee and their respective successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action (provided that neither the Assignor nor the Assignee shall be required to expend any material funds) as the other party may reasonably request to effect, consummate, confirm or evidence the transfer to the Assignee, its successors and assigns of the Intellectual Property owned by Assignor in accordance with the foregoing and otherwise in the carrying out of the intentions and purposes of the Purchase Agreement.

3. Asset Purchase Agreement. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall govern.

4. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any right or remedy under or by reason of this Agreement on any Person other than the parties hereto and their respective heirs, representatives, successors and assigns, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third persons to any party hereto, nor shall any provision give any third party any right of subrogation or action against any party hereto.

5. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.


6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

**[Signature Page Follows]**

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed and delivered on the date first above written.

**BUYER:**

**LIFESPAN INTERNATIONAL, INC.**

By:   
Name: Erez Pikar  
Its: Vice President

**SELLER:**

**LIFESPAN RECYCLING CO., INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed and delivered on the date first above written.

**BUYER:**

**LIFESPAN INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNOR:**

**LIFESPAN RECYCLING CO., INC.**

By: C. Brooks Hoffman  
Name: C. Brooks Hoffman  
Its: CFO

## **Exhibit A**

### Trademarks:

LifeSpan Technology Recycling service mark, Reg. No. 3,789,728. Application filed August 17, 2009; mark registered May 18, 2010.

LifeSpan Secure Destruction service mark, Reg. No. 3,795,598. Application filed September 16, 2009; mark registered June 1, 2010.

### Domain Names:

www.lifespanrecycling.com  
www.ecyclebox.com  
www.ezcyclebox.com  
www.lifespantechnology.com