

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solucorp Industries Ltd.		04/17/2015	CORPORATION: YUKON TERRITORY
RECEIVING PARTY DATA			
Name:	Environmentally Helpful Products LLC		
Street Address:	394 Washington Avenue		
City:	Kenmore		
State/Country:	NEW YORK		
Postal Code:	14217		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3353843	LEAD OUT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocketing@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	140 Pearl Street		
Address Line 2:	Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202-4040		
ATTORNEY DOCKET NUMBER:	079632.00000		
NAME OF SUBMITTER:	Jordan L. Walbesser		
SIGNATURE:	/Jordan L. Walbesser, Reg.# 67,761/		
DATE SIGNED:	06/25/2015		
Total Attachments: 2			
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EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**IP Assignment**”) is made by Solucorp Industries Ltd., a Yukon Territory corporation (“**Solucorp**”), in favor of Environmentally Helpful Products, a New York Limited Liability Company (“**EHP**”), the purchaser of certain assets of Solucorp pursuant to the Asset Purchase Agreement between EHP and Solucorp, dated as of April 17, 2015.

Under the terms of the Asset Purchase Agreement, Solucorp has conveyed, transferred and assigned to EHP, among other assets, certain intellectual property of Solucorp, and has agreed to execute and deliver this IP Assignment, for recordal with the United States Patent and Trademark Office.

Solucorp agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Solucorp hereby irrevocably conveys, transfers and assigns to EHP all of Solucorp's right, title and interest in and to the following (the “**Assigned IP**”):
 - (a) the following patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

Jurisdiction	Number
United States	7,208,457
WIPO	2005/059041
Australia	2004298603
Canada	2,591,547
China	1906283
European Union	1702050
Japan	2007517092

- (b) the following trademark registration (the “**Mark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Mark;

Jurisdiction	Number	Mark
United States	3,353,843	LEAD OUT

- (c) all rights of any kind whatsoever of Solucorp accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Further Actions.** Solucorp shall take such steps and actions, and provide such cooperation and assistance to EHP and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to EHP, or any assignee or successor thereto.
3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Solucorp and EHP with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
5. **Successors and Assigns.** This IP Assignment binds and inures to the benefit of the parties and their respective heirs, personal representatives, and successors.

Solucorp Industries Inc.

By 

Name: John Van Duzen

Title: Director

Page 12 of 14

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