

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347192

<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>
Environmental Reclamation Services, LLC		07/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clover Technologies Group, LLC		
<b>Street Address:</b>	4200 Columbus Street		
<b>City:</b>	Ottawa		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61350		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4613619	COLLECTED	
<b>Registration Number:</b>	4613622	COLLECTED	
<b>Registration Number:</b>	4542742	ECOBUDDIES	
<b>Registration Number:</b>	4526634	ECOBUDDIES	
<b>Registration Number:</b>	2893983	ENVIRONMENTAL RECLAMATION SERVICES	
<b>Registration Number:</b>	3008841	ENVIRONMENTAL RECLAMATION SERVICES, INC.	
<b>Registration Number:</b>	2562893	FUNDING FACTORY	
<b>Registration Number:</b>	2562894	FUNDINGFACTORY	
<b>Registration Number:</b>	4591360	RECYCLING RUMBLE	
<b>Registration Number:</b>	4525469		
<b>Registration Number:</b>	2913859		
<b>Registration Number:</b>	4054996	MAX M X B BACK	
<b>Registration Number:</b>	4054977	MAXBACK	
<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>Email:</b>	ipdocket@cloverttech.com		
<b>Correspondent Name:</b>	Mathew G. Gavronski		
<b>TRADEMARK</b>			

OP \$340.00 4613619

**Address Line 1:** 2700 W. Higgins Road  
**Address Line 2:** Attn: Legal Dept.- Intellectual Property  
**Address Line 4:** Hoffman Estates, ILLINOIS 60169

**NAME OF SUBMITTER:** Joan C. Ramm

**SIGNATURE:** /Joan C. Ramm/

**DATE SIGNED:** 07/08/2015

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of July 7, 2015 (this "Assignment"), is made by Environmental Reclamation Services, LLC, a Delaware limited liability company ("Assignor"), in favor of Clover Technologies Group, LLC., a Delaware limited liability company (the "Assignee").

**WHEREAS**, Assignor owns the trademarks together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A to this Assignment (collectively, the "Trademarks");

**WHEREAS**, Assignor has agreed to transfer substantially all of the assets of the business to which the Trademarks relate, and that such business is ongoing; and

**WHEREAS** Assignor desires to assign all of its right, title and interest in and to the Trademarks to the Assignee and the Assignee desires to acquire the Trademarks in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for ten U.S. dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee, its successors and permitted assigns, Assignor's entire right, title and interest in and to the Trademarks, and all of the goodwill of the business associated with the Trademarks, together with that portion of the business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademarks, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by such Assignor had this Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor hereby represents, warrants and covenants that: (i) Assignor is the exclusive owner of the entire right, title and interest in and to the Trademarks in the United States and in all countries throughout the world; (ii) Assignor has the full right and power to make this Assignment; (iii) Assignor has not executed, and will not execute, any agreement or other document in conflict with this Assignment; and (iv) none of the

Trademarks is an imitation or copy of, or will, in any way, directly or indirectly, infringe upon any other intellectual property, or violate any other rights of any party.

4. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Trademarks, record this Assignment. Assignor hereby further requests that the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications among the Trademarks (or derived therefrom) to the Assignee as assignee of the entire interest therein.

5. Upon reasonable request by the Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Trademarks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Trademarks. Assignor hereby authorizes Assignee, and hereby makes, constitutes and appoints Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

6. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.


7. This Assignment shall be binding on Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly appointed and authorized officer as of the day and year first above written.

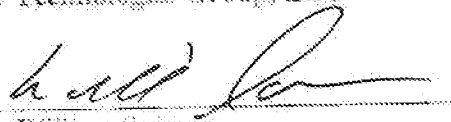
ASSIGNOR:

Environmental Reclamation Services, LLC

By:   
Name: Sean Michaels  
Title: Co-President

ASSIGNEE:

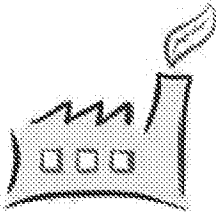

Clover Technologies Group, LLC

By:   
Name: William Sarno  
Title: Chief Financial Officer

[Trademark Assignment - Signature Page]

**SCHEDULE A**

<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner</b>
COLLECTED	86209510 (March 3, 2014)	4613619 (September 30, 2014)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
	86209521 (March 3, 2014)	4613622 (September 30, 2014)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
ECOBUDDIES	86072851 (September 24, 2013)	4542742 (June 3, 2014)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
ECOBUDDIES	85815405 (January 4, 2013)	4526634 (May 6, 2014)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
ENVIRONMENTAL RECLAMATION SERVICES	78226942 (March 18, 2003)	2893983 (October 12, 2004)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
ENVIRONMENTAL RECLAMATION SERVICES, INC. and Design 	78474900 (August 27, 2004)	3008841 (October 25, 2005)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
	75870184 (December 22, 1999)	2562893 (April 23, 2002)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
FUNDINGFACTORY	75870196 (December 22, 1999)	2562894 (April 23, 2002)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
RECYCLING RUMBLE	85972662 (June 28, 2013)	4591360 (August 26, 2014)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
	86072656 (September 24, 2013)	4525469 (May 6, 2014)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
	78226965 (March 18, 2003)	2913859 (December 21, 2004)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
MAX MIXE BACK	85134728 (September 21, 2010)	4054996 (November 15, 2011)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)
MAXBACK	85132349 (September 17, 2010)	4054977 (November 15, 2011)	Environmental Reclamation Services, LLC (Delaware Limited Liability Company)

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