

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348748

<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>
rePlanet, LLC		06/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	rePlanet Holdings, Inc.		
<b>Street Address:</b>	800 North Haven Avenue		
<b>Internal Address:</b>	Suite 120		
<b>City:</b>	Ontario		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91764		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2685819		
<b>Registration Number:</b>	2636403	DO MORE THAN RECYCLE. REPLANET.	
<b>Registration Number:</b>	4320506	REPLANET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6106401965		
<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>	610-640-5800		
<b>Email:</b>	ipdocketing@stradley.com		
<b>Correspondent Name:</b>	Elizabeth M. O'Donoghue		
<b>Address Line 1:</b>	30 Valley Stream Parkway		
<b>Address Line 4:</b>	Malvern, PENNSYLVANIA 19355		
<b>ATTORNEY DOCKET NUMBER:</b>	187464-5001		
<b>NAME OF SUBMITTER:</b>	Elizabeth M. O'Donoghue		
<b>SIGNATURE:</b>	/elizabeth m. o'donoghue/		
<b>DATE SIGNED:</b>	07/21/2015		
<b>Total Attachments: 3</b>			
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## SERVICE MARK ASSIGNMENT

This SERVICE MARK ASSIGNMENT (this "Assignment") is made as of the 12 day of June, 2015 by rePlanet, LLC, a Delaware limited liability company with a principal place of business at 150 Klug Circle, Coron, California 92880 ("Assignor") to rePlanet Holdings, Inc., a Delaware corporation with a principal place of business at 800 North Haven Avenue, Suite 120, Ontario, California 91764 ("Assignee").

WHEREAS, Assignor is the sole owner of the Transferred Service Marks identified and set forth on Schedule A;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Service Marks; and

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to, and under the Transferred Service Marks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Service Marks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Service Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Service Marks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Service Marks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Service Marks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR**

Dated: June 12, 2015

rePlanet, LLC

By: Rodney S. Rougelot

Name: RODNEY S. ROUGELOT

Title: CHIEF OPERATING OFFICER

**ASSIGNEE**

Dated: June 12, 2015

rePlanet Holdings, Inc.

By: Rodney S. Rougelot

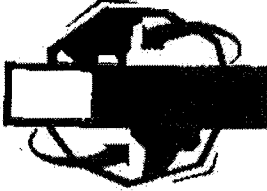
Name: RODNEY S. ROUGELOT

Title: TREASURER

**SCHEDULE A**

**TRANSFERRED SERVICE MARKS**

**U.S. Service Mark Registrations:**

<b>Mark:</b>	<b>Services:</b>	<b>Serial No./ Filing Date:</b>	<b>Reg. No./ Reg. Date:</b>
	Recycling Services, in IC 40.	76/339,837 November 15, 2001	2,685,819 February 11, 2003
DO MORE THAN RECYCLE. REPLANET.	Recycling Services, in IC 40.	76/036,051 April 27, 2000	2,636,403 October 15, 2002
replanet	Recycling Services, in IC 40.	85/697,654 August 7, 2012	4,320,506 April 16, 2013