

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYLEA, INC.	FORMERLY eRecycling Group, Inc	06/09/2016	Corporation: DELAWARE
ERV, LLC		06/09/2016	Limited Liability Company: DELAWARE
FLIPSWAP SERVICES, LLC		06/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86474248	VALUELOCK	
Registration Number:	4782365	HYLA	
Registration Number:	4700322	HYLA	
Registration Number:	4700321	HYLA	
Registration Number:	4340260	ERECYCLINGCORPS	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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>			
Phone:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 Middlefield Rd., #215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	PATTY CHENG		

OP \$140.00 86474248

SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	06/09/2016
Total Attachments: 5 source=Hyla - IPSA - executed#page1.tif source=Hyla - IPSA - executed#page2.tif source=Hyla - IPSA - executed#page3.tif source=Hyla - IPSA - executed#page4.tif source=Hyla - IPSA - executed#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 9, 2016 (the "Agreement") is entered into by and between HYLA, INC., a Delaware corporation ("Hyla"), formerly known as eRecycling Group, Inc., ERV, LLC, a Delaware limited liability company ("ERV") and FLIPSWAP SERVICES, LLC, a Delaware limited liability company ("FlipSwap"), and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). Hyla, ERV and FlipSwap are each also referred to herein as a "Grantor", and collectively, as the "Grantors").

Reference is made to the Loan and Security Agreement, dated as of June 9, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrowers connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

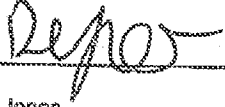
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

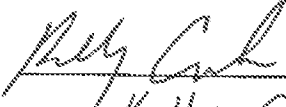
GRANTORS:

LENDER:


HYLA, INC.

By: 
Name: Rich Jones
Title: Vice President & Secretary

WESTERN ALLIANCE BANK

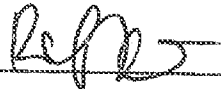
By: 
Name: Kelly Cook
Title: Sr. Vice President

ERV, LLC

By: 
Name: Rich Jones
Title: Senior Vice President & Secretary

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

FLIPSWAP SERVICES, LLC

By: 
Name: Rich Jones
Title: Senior Vice President & Secretary

Address for Notices for all Grantors:

Park West 1 & 2, 1507 LBJ Freeway, Suite 500
Farmers Branch, TX 75234
Attn: Shad Spears

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
PHONEFAX	86561657*	March 12, 2015		Pending
VALUELOCK	86474248	December 8, 2014		Pending
HYLA	85845911*	February 11, 2013		Pending
HYLA	85845909	February 11, 2013	4782365	July 28, 2015
HYLA	85845915	February 11, 2013	4700322	March 10, 2015
HYLA	85845914	February 11, 2013	4700321	March 10, 2015
ERECYCLINGCORPS	85790545	November 29, 2012	4340260	May 21, 2013

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue / Publication Date:</u>	<u>Status</u>
System and method for reclaiming residual value of personal electronic devices		14519657	July 23, 2015	Pending
Electronic fobs for managing and tracing mobile devices at multiple locations		14530594	Not yet published	Abandoned, Pending revival
System and method for reclaiming residual value of personal electronic devices		PCT/US15/11199	July 23, 2015	Pending
Automatic Screen Damage Detection for Mobile Devices		62304729	Not Published (provisional applicabion)	Pending