OP \$190.00 3830774

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM410977

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIGHTHOUSE CAPITAL PARTNERS VI, L.P.		01/03/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	RECYCLEREWARDS, INC.
Street Address:	443 Park Ave. S. 9th FI
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	3830774	GREENOPOLIS	
Registration Number:	3932028	GREENOPOLIS	
Registration Number:	3941725	GREENOPOLIS REWARDS	
Registration Number:	3962838	OCEANOPOLIS	
Registration Number:	4029904	GREENOPOLIS	
Registration Number:	3677065	GREENOPOLIS	
Registration Number:	4203330	SCAN@HOME	

CORRESPONDENCE DATA

Fax Number: 6502330114

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.

Phone: 650-233-1003

Email: grace@lcpartners.com

Correspondent Name: Grace Gillen

Address Line 1: 3555 Alameda de las Pulgas, Ste 200
Address Line 2: Lighthouse Capital Partners VI, L.P.
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER:Grace GillenSIGNATURE:/gracegillen/

TRADEMARK
REEL: 005958 FRAME: 0374

900390075

DATE SIGNED:	01/04/2017
Total Attachments: 4	
source=IPSA Termination - RecycleRew	vards, Inc#page1.tif
source=IPSA Termination - RecycleRew	vards, Inc#page2.tif
source=IPSA Termination - RecycleRew	vards, Inc#page3.tif
source=IPSA Termination - RecycleRev	vards, Inc#page4.tif

TRADEMARK REEL: 005958 FRAME: 0375

ASSIGNMENT AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, pursuant to that certain Intellectual Property Security Agreement (the "Security Agreement") dated as of December 3, 2014, made by RECYCLEREWARDS, INC. ("Debtor"), in favor of LIGHTHOUSE CAPITAL PARTNERS VI, L.P. ("Lender"), Debtor granted to Lender a security interest in Debtor's interest in and to the Collateral (as defined therein), including the copyright rights, copyright applications, copyright registration described in Exhibit A attached thereto, patents, patent applications and patent licenses described in Exhibit B attached thereto and the trademarks, trademark applications and trademark licenses described in Exhibit C attached thereto; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on December 5, 2014 at Reel/Frame 034393/0858; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on December 6, 2014 at Reel/Frame 5414/0938; and

WHEREAS, Lender desires to release its security interest in the Collateral and terminate the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender does hereby release its security interest in the Collateral, including, without limitation, the Copyrights, Patents and Trademarks set forth in the attached Schedule A, Schedule B, and Schedule C, and reassigns to Debtor, without representation or warranty, express or implied, and without recourse, all right, title and interest of Lender in and to Debtor's interest in the Collateral. Lender hereby authorizes Debtor or its agent or attorneys to file said termination on Lender's behalf.

Dated: January 💆 , 2017

"Lender"

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: Lighthouse Management Partners VI, L.L.C. its general partner

Managing Director

Title:__

SCHEDULE A

COPYRIGHTS

I. REGISTERED: List titles below or indicate."None" None.

2. UNREGISTERED: List titles below or indicate "None"
None.

3. APPLICATIONS IN PROCESS: List titles, applicable dates, application numbers, etc. below or indicate "None"

TRADEMARK REEL: 005958 FRAME: 0377

SCHEDULE B

U.S. PATENTS AND PATENT APPLICATIONS

(List titles below or indicate "None")

Patent No.	Pending Application No.	Title	Issue Date	Filing Date
D629,992	29/353,569	Recycling Station	12/28/10	01/11/10

TRADEMARK
REEL: 005958 FRAME: 0378

Schedule C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

RECORDED: 01/04/2017

Registration No.	Pending Application No.	Mark	Registration Date	Filing Date	Jurisdiction
3,830,774	77/835,787	Greenopolis	08/10/10	09/26/09	US
3,932,028	77/846,231	Greenopolis	03/15/11	10/11/09	US
3,941,725	77/906,484	Greenopolis Rewards	04/05/11	01/06/10	US
3,962,838	77/912,326	Oceanopolis	05/17/11	01/14/10	US
1206872	1129514	Greenopolis.com	03/16/11	10/25/10	Mexico
4,029,904	85/165,014	Greenopolis	09/20/11	10/29/10	US
3,677,065	77/250,645	Greenopolis	09/01/09	08/08/07	US
4,203,330	85/339,607	Scan@Home	09/04/12	06/07/11	US
		The second secon		1.	‡

<u>UNREGISTERED TRADEMARKS:</u> List marks below or indicate "None." None

TRADEMARK REEL: 005958 FRAME: 0379