

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449955

<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>
Maryland Donor Services, LLC		10/01/2013	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Greendrop, LLC		
<b>Street Address:</b>	700 Nursery Rd.		
<b>City:</b>	Linthicum Heights		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21090		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4147611	GREENDROP	
<b>Registration Number:</b>	4233591	GREENDROP CHARITABLE DONATIONS CENTER	
<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>Phone:</b>	4103328784		
<b>Email:</b>	sherry.flax@saul.com		
<b>Correspondent Name:</b>	Sherry Flax		
<b>Address Line 1:</b>	500 E. Pratt St.		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	367825.00001		
<b>NAME OF SUBMITTER:</b>	Sherry Flax		
<b>SIGNATURE:</b>	/sherry flax/		
<b>DATE SIGNED:</b>	11/07/2017		
<b>Total Attachments: 5</b>			
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**BILL OF SALE AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Maryland Donor Services)**

BACKGROUND

This Bill of Sale and Assignment and Assumption Agreement (the "Bill of Sale and Assignment") is made and entered into as of September \_\_\_ 2013, and is effective as of October 1, 2013 ("Closing Date"), by and between Maryland Donor Services LLC, a Maryland limited liability company ("Assignor"), and GreenDrop, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Agreement of Sale and Purchase dated of even date herewith and effective on the Closing Date (the "Purchase Agreement"), pursuant to which Assignee has purchased substantially all of the assets of Assignor, and pursuant to which Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Bill of Sale. Seller hereby sets over, transfers, conveys, grants, assigns and delivers to Buyer, effective as of the Closing Date, all of Seller's assets, properties, rights, and interests, tangible and intangible, or every kind and wherever situated, including, without limitation, the following (collectively, the "Assets"):

1.1 All furniture, furnishings, leasehold improvements, equipment, supplies, books, records, and other items which are hereafter acquired by Seller, including without limitation, those items set forth on Exhibit 1.1 to this Bill of Sale and Assignment (collectively, the "Tangible Personal Property");

1.2 All general intangibles, including (i) all trade names, copyrights, trade secrets, computer software, licenses and all other intellectual property; (ii) all permits, licenses, approvals, contracts, including but not limited to that certain Services Agreement – Maryland, dated May 15, 2013, by and between Seller and National Federation of the Blind, and Professional Solicitation Contract, dated April 1, 2009, as the same has been amended from time to time, by and between Seller and Military Order of the Purple Heart Service Foundation, Inc., arrangements, leases, supply agreements, purchase orders, and all rights thereunder; and (iii) all telephone numbers, warranties, going concern value, and goodwill, including, without limitation,

those items set forth on Exhibit 1.1 to this Agreement (collectively, the "Intangible Personal Property"); and

1.3 All instruments, documents, chattel paper, accounts, and contract rights (collectively, the "Accounts").

To have and to hold the Assets unto Buyer, and Buyer's successors and assigns, for Buyer's own use and benefit, forever. Seller represents and warrants that Seller has not encumbered or suffered the encumbrance of the Assets and will defend title to the Assets for the benefit of Buyer and Buyer's successors and assigns.

2. Assignment and Assumption. Effective as of the Closing Date Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with the Intangible Personal Property. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Intangible Personal Property.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

5. Miscellaneous. This Bill of Sale and Assignment shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In that event, in proving this Agreement it shall only be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented. The laws of the Commonwealth of Pennsylvania shall govern the validity and construction of this Agreement and all rights and obligations of, and disputes between or among, the parties arising out of or related to this Agreement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, without regard to the principles of conflict of laws of the Commonwealth of Pennsylvania. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision

of this Agreement. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

SELLER/ASSIGNOR:  
MARYLAND DONOR SERVICES LLC  
a Maryland limited liability company

BUYER/ASSIGNEE:  
GREENDROP, LLC  
a Delaware limited liability company

By: Brainerd Company, Inc., its sole member

By:  (SEAL)  
Michael McGrann, President

By: \_\_\_\_\_ (SEAL)  
Christopher C. Stinnett, President

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By: \_\_\_\_\_ (SEAL)  
Michael McGrann, President

By:  (SEAL)  
Christopher C. Stinnett, President

**EXHIBIT 1.1**  
**(Maryland Donor Services LLC)**

List of Assets

Tangible Personal Property

Copier/Fax  
Computer – 3/31/09, and 9/30/10  
Computer – Error in re  
Dialer  
New Computers  
Server  
Desktop Computer  
Cubicles

Intangible Personal Property

Services Agreement – Maryland, dated May 15, 2013, by and between National Federation of the Blind and Seller

Professional Solicitation Contract, dated April 1, 2009, as the same has been amended from time to time, by and between Military Order of the Purple Heart Service Foundation, Inc. and Seller

Copier Maintenance Agreement, dated May 1, 2013, by and between Seller and Atlantic States Management Co.

Business Class Service Order Agreement, dated April 12, 2013, by and between Seller and Comcast

Master Services Agreement, dated November 13, 2012, by and between Seller and Cavalier Telephone Mid-Atlantic, LLC by its agent Windstream

All rights in and to the name “GreenDrop”

Any and all prepayments or deposits from customers for products or services which, as of the date hereof, have not yet been delivered