

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronic Recyclers International Inc.		07/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5155599	1-800-GOT-FIRED	
Registration Number:	3562838	1-800-RECYCLING	
Registration Number:	4784132	BUYBACKTECH.COM	
Registration Number:	4784134	BUYBACKTECH.COM	
Registration Number:	3359016	E	
Registration Number:	3310875	E ELECTRONIC RECYCLERS	
Registration Number:	4779892	E MYTRACKTECH	
Registration Number:	4792786	E TRACKTECH	
Registration Number:	3396698	ELECTRONIC RECYCLERS INTERNATIONAL	
Registration Number:	3463586	ERI	
Registration Number:	5160122	GOTFIRED	
Registration Number:	3475093	GREEN IS GOOD	
Registration Number:	3869344	GREEN IS GOOD	
Registration Number:	4665773	GREENISGOODRADIO.COM	
Serial Number:	87137234	INSECURITY OF EVERYTHING	
Serial Number:	86108789	LIGHTBULBRECYCLING.COM	
Registration Number:	4784133	MYTRACKTECH	
Registration Number:	4898996	REAL. RESPONSIBLE. RECYCLING.	
TRADEMARK			

OP \$540.00 5155599

Property Type	Number	Word Mark
Registration Number:	4937172	RECYCLE NATION
Registration Number:	4677384	SELLBACKTECH.COM
Registration Number:	4771202	TRACKTECH

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	08/07/2018

Total Attachments: 8

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of July 31, 2018 between the undersigned (the "Debtor") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of July 31, 2018 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Debtor, certain of Debtor's affiliates and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Debtor and certain of its affiliates; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of July 31, 2018, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the extensions of credit under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make extensions of credit to the Debtor pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing. At such time as all of the Indebtedness has been Paid in Full, this Agreement shall terminate, and Secured Party shall promptly execute and deliver to the Debtor all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest and Liens in the Trademark Collateral.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

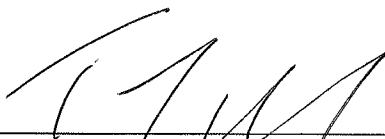
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**ELECTRONIC RECYCLERS
INTERNATIONAL INC.**

By: 

SIGNATURE OF TAMMY L. SHEGERIAN
Its: CEO, President and Treasurer

SECURED PARTY:

COMERICA BANK

By: _____
SIGNATURE OF IAN M. PATTERSON
Its: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**ELECTRONIC RECYCLERS
INTERNATIONAL INC.**

By: _____
SIGNATURE OF TAMMY L. SHEGERIAN
Its: CEO, President and Treasurer

SECURED PARTY:

COMERICA BANK

By: _____
SIGNATURE OF IAN M. PATTERSON
Its: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS

Trademark	Case Number Country	SubCase Case Type	Status Classes	Application Number/Date	Registration Number/Date
1-800-GOT-FIRED	34639/7397D United States of America	ORD	Registered 35 Int.	87-115,550 25-Jul-2016	5,155,599 07-Mar-2017
Goods: 35 Int. Comprehensive online referrals of local legal representatives in the field of labor law					
1-800-RECYCLING	34639/7397J United States of America	SUP	Registered 35 Int., 40 Int.	77-499,155 14-Jun-2008	3,562,838 13-Jan-2009
Goods: 35 Int. Promoting recycling services via a toll free telephone number and directing users to local recycling service providers 40 Int. Providing information about recycling services through interactive telephone communications; and Environmentally safe collection, sorting and disposal of obsolete electronic goods in the nature of material treatment services in connection with recycling					
BUYBACKTECH.COM	34639/7397Q United States of America	ORD	Registered 35 Int., 40 Int.	86-108,458 01-Nov-2013	4,784,132 04-Aug-2015
Goods: 35 Int. Advertising; business management; business administration; office functions 40 Int. Treatment of materials, namely, electronic waste, precious metals, glass, steel, aluminum, and plastic, by sorting and mechanical shredding					
BUYBACKTECH.COM	34639/7397V United States of America	ORD	Registered 35 Int., 40 Int.	86-108,587 01-Nov-2013	4,784,134 04-Aug-2015
Goods: 35 Int. Advertising; business management; business administration; office functions 40 Int. Treatment of materials, namely, electronic waste, precious metals, glass, steel, aluminum, and plastic, by sorting and mechanical shredding					
E (Stylized and Design)	34639/7397M United States of America	ORD	Registered 40 Int.	77-152,036 09-Apr-2007	3,359,016 25-Dec-2007
Goods: 40 Int. Environmentally safe sorting and disposal of obsolete electronic goods					
E ELECTRONIC RECYCLERS (Stylized and Design)	34639/7397N United States of America	ORD	Registered 40 Int.	77-067,931 19-Dec-2006	3,310,875 16-Oct-2007
Goods: 40 Int. Environmentally safe sorting and disposal of obsolete electronic goods					
E MYTRACKTECH (Stylized and Design)	34639/7397W United States of America	ORD	Registered 35 Int., 40 Int.	86-108,804 03-Nov-2013	4,779,892 28-Jul-2015
Goods: 35 Int. Advertising services; business management; business administration; providing office functions 40 Int. Treatment of materials, namely, electronic waste, precious metals, glass, steel, aluminum, and plastic, by sorting and mechanical shredding process					

Trademark	Case Number Country	SubCase Case Type	Status Classes	Application Number/Date	Registration Number/Date
E TRACKTECH (Stylized and Design)	34639/7397U United States of America	ORD	Registered 35 Int., 38 Int., 40 Int.	86-108,812 03-Nov-2013	4,792,786 18-Aug-2015
Goods: 35 Int.	Advertising; business management; business administration; office functions; tracking of recycling data for business purposes via telecommunication networks				
38 Int.	Transfer of recycling data by telecommunications				
40 Int.	Material treatment services in connection with recycling				
ELECTRONIC RECYCLERS INTERNATIONAL	34639/7397L United States of America	SUP	Registered 40 Int.	77-167,662 27-Apr-2007	3,396,698 11-Mar-2008
Goods: 40 Int.	Environmentally safe sorting and disposal of obsolete electronic goods				
ERI	34639/7397K United States of America	ORD	Registered 35 Int.	77-167,672 27-Apr-2007	3,463,586 08-Jul-2008
Goods: 40 Int.	Environmentally safe sorting and disposal of obsolete electronic goods				
GOTFIRED	34639/7397B United States of America	ORD	Registered 35 Int.	87-115,573 25-Jul-2016	5,160,122 14-Mar-2017
Goods: 35 Int.	Providing comprehensive online referrals of local legal representatives in the field of labor law for consumers in need of legal representation				
GREEN IS GOOD	34639/7397G United States of America	ORD	Registered 40 Int.	77-235,381 21-Jul-2007	3,475,093 29-Jul-2008
Goods: 40 Int.	Environmentally safe sorting and disposal of obsolete electronic goods				
GREEN IS GOOD	34639/7397H United States of America	01 ORD	Registered 41 Int.	77-846,466 12-Oct-2009	3,869,344 02-Nov-2010
Goods: 41 Int.	Entertainment services, namely, an on-going radio program addressing environmental topics and issues delivered via the Internet				
GREENISGOODRADIO.COM (Stylized and Design)	34639/7397E United States of America	ORD	Registered 38 Int.	86-108,798 03-Nov-2013	4,665,773 06-Jan-2015
Goods: 38 Int.	Telecommunication services, namely, transmission of podcasts; Telecommunication services, namely, transmission of voice, data, graphics, images, audio and video by means of telecommunications networks, wireless communication networks, and the Internet; Audio and video broadcasting services over the Internet; Internet broadcasting services				
INSECURITY OF EVERYTHING	34639/7397 United States of America	ORD	Allowed 41 Int.	87-137,234 12-Aug-2016	
Goods: 41 Int.	Education services, namely, live seminars and the provision of non-downloadable online articles in the field of cyber security related to protection of data and prevention of identity theft of personal information from data storage devices				
LIGHTBULBRECYCLING.COM (Stylized and Design)	34639/7397R United States of America	ORD	Allowed 41 Int.	86-108,789 03-Nov-2013	
Goods: 40 Int.	Treatment of materials, namely, electronic waste, precious metals, glass, steel, aluminum, and plastic by sorting and mechanical shredding process				

Trademark	Case Number Country	SubCase Case Type	Status Classes	Application Number/Date	Registration Number/Date
MYTRACKTECH	34639/7397P United States of America	ORD	Registered 35 Int., 40 Int.	86-108,561 01-Nov-2013	4,784,133 04-Aug-2015
	Goods: 35 Int. Advertising; business management; business administration; office functions 40 Int. Treatment of materials, namely, electronic waste, precious metals, glass, steel, aluminum, and plastic, by sorting and mechanical shredding				
REAL RESPONSIBLE RECYCLING	34639/7397T United States of America	ORD	Registered 40 Int.	86-128,978 25-Nov-2013	4,898,996 09-Feb-2016
	Goods: 40 Int. Treatment of materials, namely, electronic waste, precious metals, glass, steel, aluminum, and plastic by sorting and mechanical shredding process; providing information on waste hauling and recycling by geographic area				
RECYCLE NATION	34639/7397S United States of America	ORD	Registered 38 Int., 40 Int.	86-108,534 01-Nov-2013	4,937,172 12-Apr-2016
	Goods: 38 Int. Telecommunications services, namely, personal communication services 40 Int. Treatment of materials, namely, electronic waste, precious metals, glass, steel, aluminum, and plastic by sorting and mechanical shredding process; personal and social services rendered by others to meet the needs of individuals, namely, providing information on recycling by geographic area				
SELLBACKTECH.CO M (Stylized and Design)	34639/7397C United States of America	ORD	Registered 35 Int., 38 Int., 40 Int.	86-108,793 03-Nov-2013	4,677,384 27-Jan-2015
	Goods: 35 Int. Advertising; business management; business administration; office functions 38 Int. Telecommunications services, namely, personal communication services 40 Int. Material treatment services in connection with recycling				
TRACKTECH	34639/7397X United States of America	ORD	Registered 35 Int.	86-108,487 01-Nov-2013	4,771,202 14-Jul-2015
	Goods: 35 Int. Advertising; business management; business administration; office functions				