

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the assignee and the date of execution as identified in the assignment previously recorded on Reel 003071 Frame 0384. Assignor(s) hereby confirms the assignment of the mark to 6329250 Canada Inc., effective December 20, 2005.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prescott Paper Products (USA), Inc.		12/20/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	6329250 Canada Inc.
Street Address:	201 Richmond Blvd.
City:	Napanee, Ontario
State/Country:	CANADA
Postal Code:	K7R 3Z9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2539509	BAG TO EARTH

CORRESPONDENCE DATA

Fax Number: (613)230-8755
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 613-238-6404ext. 224
 Email: cdejardin@cassanmaclean.com
 Correspondent Name: Christopher T. Dejardin
 Address Line 1: 307 Gilmour Street
 Address Line 4: Ottawa, Ontario, CANADA K2P 0P7

ATTORNEY DOCKET NUMBER: 38618-0000

DOMESTIC REPRESENTATIVE

OP \$40.00 2539509

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Christopher T. Dejardin
Signature:	/ctd/
Date:	10/07/2010

Total Attachments: 15
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United States Patent and Trademark Office

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**Electronic Trademark Assignment System****Confirmation Receipt**

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prescott Paper Products (USA), Inc.		04/01/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Bag To Earth, Inc.		
Street Address:	201 Richmond Blvd.		
City:	Napance, Ontario		
State/Country:	CANADA		
Postal Code:	K7R 3Z9		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2539509	BAG TO EARTH	
CORRESPONDENCE DATA			
Fax Number:	(613)230-8755		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	613-238-6404		

Email:	edejardin@cassanmaclean.com
Correspondent Name:	Christopher T. Dejardin
Address Line 1:	80 Aberdeen
Address Line 2:	Suite 401
Address Line 4:	Ottawa, Ontario, CANADA K1S 5R5
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Christopher T. Dejardin
Signature:	/ctd/
Date:	04/22/2005
Total Attachments: 3 source=CCF04222005_00003#page1.tif source=CCF04222005_00003#page2.tif source=CCF04222005_00003#page3.tif	
RECEIPT INFORMATION	
ETAS ID:	TM28846
Receipt Date:	04/22/2005
Fee Amount:	\$40

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AGREEMENT

(To treat the Confirmation Assignment of April 20, 2005 as having no force or effect)

WHEREAS, PRESCOTT PAPER PRODUCTS (USA), INC., ("Prescott"), the post office address of whose principal place of business is 201 Richmond Road, Napanee, Ontario K7R 3Z9, CANADA, owns the trademarks which are the subject of the registrations identified in Schedule "A" attached hereto (the "Trademarks");

AND WHEREAS, Prescott is presently engaged in negotiations with 6329250 Canada Inc. ("6329250") regarding the proposed acquisition of all or substantially all of the assets used by Prescott, including the Trademarks, the consummation of which has not yet occurred but is expected to occur on or before December 31, 2005 (the "Closing Date");

AND WHEREAS, 6329250 proposes to change its name to Bag To Earth Inc./Sac Au Sol Inc., as soon as possible on or after the Closing Date and requires, under the *Canada Business Corporations Act* (the "CBCA"), consent to the use of the Trademarks from Prescott, in connection with the proposed name change;

AND WHEREAS, Prescott erroneously and prematurely effected a confirmatory assignment of its rights to the Trademarks to Bag To Earth Inc., executed on April 20, 2005, a copy of which is attached as Schedule "B" (the "Confirmatory Assignment"), thereby preventing Prescott from providing the CBCA the necessary consent to the use of the Trademarks by 6329250, in connection with the proposed name change;

AND WHEREAS, the respective parties hereto, namely Prescott and 6329250, agree that the Confirmatory Assignment was executed in error, that such error was inadvertent, and that at the date of execution of the Confirmatory Assignment no company by the name of Bag to Earth Inc. existed in Canada, nor was there any intent on behalf of Prescott to transfer the rights to the marks to Bag To Earth Inc. or any other party at that time;

NOW THEREFORE, both parties confirm the truth and accuracy of the above recitals, and that this Agreement, to which the parties hereto have freely and willingly entered into, confirms that the Confirmatory Assignment was executed in error, and reaffirms Prescott's continuing rights in and to the Trademarks to be of full force and effect as if the Confirmatory Assignment has not been executed.

SIGNED AT TORONTO, ONTARIO this 18th day of JULY, 2005

PRESCOTT PAPER PRODUCTS (USA), INC.

By: [Signature] (C/S)
Name: DENNIS ZARHAM
Title: CHAIRMAN + CEO

SIGNED AT Napanee this 18 day of July, 2005

6329250 CANADA INC.

By: [Signature] (C/S)
Name: PRESIDENT
Title: GEORGE P. COGAN

SCHEDULE "A"

CANADA

Trademark:

BAG TO EARTH

Registration No.

TMA 573,450

BAG TO EARTH/
SAC AU SOL & Design

TMA 423,305

UNITED STATES

Trademark:

BAG TO EARTH

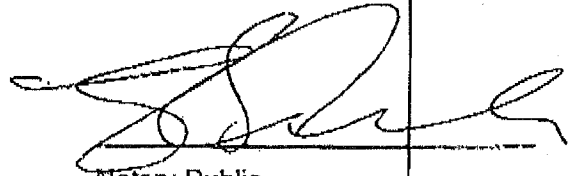
Registration No.

2,539,509

SCHEDULE "B"

NOTARIAL CERTIFICATE

Before me this 20th day of April, 2005, personally appeared George B. Colgan, known to me to be the President of the Assignor, PRESCOTT PAPER PRODUCTS (USA), INC., who acknowledged to me that he/she executed the foregoing instrument of his/her own free will and for the purposes therein set forth.



Notary Public

L. B. Cowle

CONFIRMATORY ASSIGNMENT (TRADEMARK)

WHEREAS, PRESCOTT PAPER PRODUCTS (USA), INC., (hereinafter the "Assignor"), whose full post office address is 201 Richmond Road, Napanee, Ontario K7R 3Z9, CANADA, is the owner of the trademarks which are the subject of the registrations identified in Schedule AA attached hereto;

AND WHEREAS, BAG TO EARTH, INC. (hereinafter the "Assignee"), whose full post office address is 201 Richmond Blvd., Napanee, Ontario K7R 3Z9, CANADA, has acquired and desires to acquire, and Assignor has transferred and desires to transfer, all rights to the aforesaid trademarks effective as of April 1, 2005;

NOW THEREFORE, this Confirmatory Assignment confirms that effective April 1, 2005, in consideration of the sum of ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby irrevocably and unconditionally sold, assigned, transferred and conveyed to the Assignee all of its worldwide rights, title and interest in and to the said trademarks together with the goodwill of the business symbolized by the trademarks, all rights to bring suit for past or future infringement of the trademarks, and all rights, title and interest in and to any applications for registration and registrations for the trademarks or renewal(s) thereof.

EXECUTED AT Napanee, this 20th day of April, 2005.

PRESCOTT PAPER PRODUCTS (USA), INC.

By:

[Signature] (C/S)

Name:

George P. Colgan

Title:

President

SCHEDULE AA@

CANADA

Trademark:

BAG TO EARTH

Registration No.

TMA 573,450

BAG TO EARTH/
SAC AU SOL & Design

TMA 423,305

UNITED STATES

Trademark:

BAG TO EARTH

Registration No.

2,539,509

TRADEMARK

REEL: 004292 FRAME: 0242

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT made as of the 20th day of December, 2005.

BY:

PRESCOTT PAPER PRODUCTS (USA), INC.,
a corporation existing under the laws of
the State of New York,

(hereinafter referred to as the "Assignor")

- to -

6329250 CANADA INC.,
a corporation existing under the laws of Canada,

(hereinafter referred to as the "Assignee")

WHEREAS the Assignor is the proprietor and registered owner of the trademarks, trademark registrations and pending trademark applications described on Schedule A hereto (the "Assigned Trademarks"), the patents, patent registrations and pending patent applications described on Schedule B hereto (the "Assigned Patents"), and the Internet domain names described on Schedule C hereto (collectively with the Assigned Trademarks and the Assigned Patents, the "Assigned Intellectual Property") and all rights thereto, including, without limitation, all common law rights, if any, and all causes of action, interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor;

AND WHEREAS the Assignor and the Assignee have entered into an asset purchase agreement dated as of the date hereof (the "Asset Purchase Agreement") pursuant to which the Assignor agreed to sell, assign and transfer to the Assignee, effective as of the Effective Time, all of the property and assets used in connection with or otherwise relating to the Purchased Business (other than the Excluded Assets) whether real or personal, tangible or intangible, of every kind and description and wheresoever situate, as a going concern, including the Assigned Intellectual Property;

AND WHEREAS capitalized terms that are used but not otherwise defined in this assignment agreement (the "Assignment") shall have the respective meanings given to such terms in the Asset Purchase Agreement;

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Assignor and the Assignee agree as follows:

1. **Assignment to Assignee**

The Assignor hereby assigns, transfers and conveys to the Assignee all of its rights, title and interest in and to the Assigned Intellectual Property, and all rights thereto,

Tor#: 1546640.4

including, without limitation, all common law rights, if any, and all causes of action, interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor.

2. Applicable Law

This Assignment shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each of the Assignor and the Assignee irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

3. Further Assurances

From time to time subsequent to the date hereof, each of the Assignor and the Assignee covenants and agrees that it shall execute and deliver all such further documents and do such other things as the other party hereto, acting reasonably, may request be executed or done in order to better evidence or perfect or effectuate the assignment contemplated hereby or to give full effect to this Assignment.

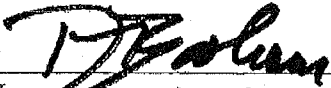
4. Successors and Assigns

This Assignment shall enure to the benefit of and shall be binding on and enforceable by each of the Assignor and the Assignee and their respective successors and assigns.

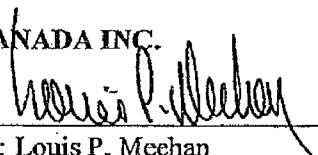
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IN WITNESS WHEREOF this Assignment has been executed by the parties.

PRESCOTT PAPER PRODUCTS
(USA), INC.

by 
Name: Dennis Barham
Title: Chairman and Chief
Executive Officer

6329250 CANADA INC.

by 
Name: Louis P. Meehan
Title: Chief Executive Officer

Signature page for Assignment of Intellectual Property

SCHEDULE A

ASSIGNED TRADEMARKS

1. Trademark no. 2,539,509 "Bag to Earth" registered in the United States Patent and Trademark Office on February 19, 2002.
2. Trademark no. TMA573,450 "Bag to Earth" (associated mark: TMA423,305) registered in the Canadian Intellectual Property Office on January 13, 2003.

Tor#: 1546640.4

SCHEDULE B
ASSIGNED PATENTS

1. Patent application filed as file no. 38618-0007 "Wet Waste Compostable Bag and Method and Apparatus for Manufacturing Same" filed with the Canadian Intellectual Property Office on May 14, 2001.
2. Patent no. 6,524,667 "Wet Waste Compostable Bag and Method and Apparatus for Manufacturing Same" registered in the United States Patent and Trademark Office on February 25, 2003.

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SCHEDULE C

ASSIGNED DOMAIN NAMES

bagtoearth.com
bagtoearth.net
bagtoearth.org
bagtoearth.ca
bagtoearthinc.com
bagtoearth.org
ppaper.com

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