

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
RBT Acquisition, LLC		02/14/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	WasteZero, Inc.		
Street Address:	8540 Colonnade Center Drive		
Internal Address:	Suite 312		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27615		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2006134	BENEFIT BAGS	
Registration Number:	3981942	RESOURCEFUL	
CORRESPONDENCE DATA			
Fax Number:	9198633464		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9198638708		
Email:	trademarks@cshlaw.com		
Correspondent Name:	Rupen R. Fofaria		
Address Line 1:	5420 Wade Park Boulevard		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	02708		
NAME OF SUBMITTER:	Rupen R. Fofaria		

OP \$65.00 2006134

Signature:	/Rupen R. Fofaria/
Date:	11/25/2013
Total Attachments: 2 source=Assignment (RBT to WZ)#page1.tif source=Assignment (RBT to WZ)#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of 14th day of February, 2013, (the "Effective Date"), between RBT Acquisition, LLC, (the "Assignor"), and WasteZero, Inc., (the "Assignee").

The Assignor is the registered owner of marks registered in the United States Patent and Trademark Office, including:

BENEFIT BAGS, Reg. No. 2,006,134 (Registered on October 8, 1996)

RESOURCEFUL, Reg. No. 3,981,942 (Registered on June 21, 2011)

(collectively, the "Trademarks").

The Assignor wishes to assign, and the Assignee wishes to acquire, the Assignor's rights in the Trademarks listed in this agreement. For good and valuable consideration already conveyed, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the Trademarks, together with:


- 1) the goodwill of the business relating to the products and services on which the Trademarks are used and for which they are registered;
- 2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks; and
- 3) all rights to sue for past, present and future infringement or misappropriations of the Trademarks.

The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks and its related property.

In witness whereof, the Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR

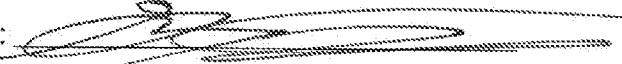
By: WasteZero, Inc.
Its Member-Manager

By: 
Name: Cary Tyson
Title: CFO

RBT Acquisition, LLC

Effective Date: February 14, 2013

ASSIGNEE

By: 
Name: Cary Tyson
Title: CFO
WasteZero, Inc.

Effective Date: February 14, 2013