

TRADEMARK

04/15/2014

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Assignor Interest
EFFECTIVE DATE:	11/06/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WasteZero, Inc.		11/06/2012	CORPORATION: SOUTH CAROLINA

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: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85625954	WASTEZERO RETAIL STORE DISTRIBUTION

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-863-8718
Email: trademarks@cshlaw.com
Correspondent Name: Frank Leak
Address Line 1: 5420 Wade Park Boulevard
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER:	Frank W. Leak
SIGNATURE:	/Frank W. Leak, Jr./
DATE SIGNED:	03/13/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of 6th day of November, 2012, (the "Effective Date"), between WasteZero, Inc., a South Carolina corporation, (the "ASSIGNOR"), and WasteZero, Inc., a Delaware corporation (the "ASSIGNEE").

WHEREAS, ASSIGNOR is a corporation duly organized and existing under the laws of the State of South Carolina with a principle place of business of 5180 Horry Drive, Suite B, Murrells Inlet, South Carolina, 29585;

WHEREAS, ASSIGNEE is a corporation duly organized and existing under the laws of the State of Delaware with a principle place of business of 8540 Colonnade Center Drive, Suite 312, Raleigh, North Carolina, 27615;

WHEREAS, on or about November 6, 2012, ASSIGNOR merged with an entity named WZDE, Inc. for the purpose of effecting the reincorporation of the ASSIGNOR in the State of Delaware (the "Merger and Reincorporation");

WHEREAS, said Merger and Reincorporation was consummated through execution of the following documents: (1) Agreement and Plan of Merger and Reincorporation (dated November 2, 2012); (2) Articles of Merger (date stamped November 6, 2012 by the South Carolina Secretary of State; and (3) Certificate of Merger (date stamped November 5, 2012 by the Delaware Secretary of State);

WHEREAS subsequent to the Merger and Reincorporation, WZDE, Inc. officially and formally changed its name to WasteZero, Inc., the named Assignee for the purposes of this Agreement;

**Trademark Assignment
Wastezero, Inc. (SC) to Wastezero, Inc. (DE)**

WHEREAS, ASSIGNOR is the owner of marks before the United States Patent and Trademark Office, including:

ENVIRO-BAG, Reg. No. 1,584,653

META BAG, Reg. No. 2,778,558

CLEARKART, Reg. No. 3,616,708

WASTEZERO, Reg. No. 3,734,926

WASTEZAP, App. Ser. No. 85/624,615

WASTEZERO RETAIL STORE DISTRIBUTION, App. Ser. No. 85/625,954

WASTEZERO TRASH METERING, Reg. No. 4,455,665

MORE IN RETURN, Reg. No. 4,455,666

(collectively, the "Trademarks").

WHEREAS, ASSIGNOR wishes to assign and the ASSIGNEE wishes to acquire, the Assignor's rights in the Trademarks listed in this Agreement.

NOW THEREFORE, for good and valuable consideration already conveyed, the receipt and sufficiency of which ASSIGNOR hereby acknowledges, ASSIGNOR hereby conveys, transfers, and assigns to ASSIGNEE all of the ASSIGNOR'S right, title, and interest of whatever kind in any and all trademarks owned by ASSIGNOR, including those Trademarks specifically listed above, 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

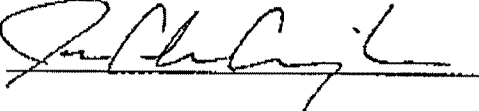
**Trademark Assignment
Wastezero, Inc. (SC) to Wastezero, Inc. (DE)**

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: 

Name: J. Calvin Cunningham

Title: VP, General Counsel and Corporate Secretary

WasteZero, Inc., a South Carolina corporation

Effective Date: November 6, 2012

ASSIGNEE

By: 

Name: J. Calvin Cunningham

Title: VP, General Counsel and Corporate Secretary

WasteZero, Inc., a Delaware corporation

Effective Date: November 6, 2012