

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RecycleRewards, PBC	FORMERLY RecycleRewards, Inc.	10/14/2019	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RTS RecycleBank, LLC		
Street Address:	435 Hudson Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5142818	RECYCLEBANK	
Registration Number:	5770341	PHILACYCLE	
Serial Number:	87210052	RECYCLEBANK	
Serial Number:	88398663	PHILACYCLE	
CORRESPONDENCE DATA			
Fax Number:	9737612543		
<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>			
Phone:	9176709843		
Email:	uspto@zellerip.com		
Correspondent Name:	Erik Dykema, Esq.		
Address Line 1:	155 Water Street		
Address Line 2:	Suite 6 - 6		
Address Line 4:	Brooklyn, NEW YORK 11201		
NAME OF SUBMITTER:	Erik Dykema		
SIGNATURE:	/Erik Dykema/		
DATE SIGNED:	11/01/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of October 18, 2019 is made by RecycleRewards, PBC, a Delaware public benefit corporation, f/k/a RecycleRewards, Inc. (“**Seller**”), in favor of RTS RecycleBank, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller and RecycleBank, LLC, a Pennsylvania limited liability company, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Trademark and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Trademark and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or

other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, parties have duly executed and delivered this Trademark Assignment as of the date first above written.

RECYLEREWARDS, PBC, F/K/A
RECYCLEREWARDS, INC.

By: Paul Winn
Name: Paul Winn
Title: Chief Executive Officer

ACKNOWLEDGMENT

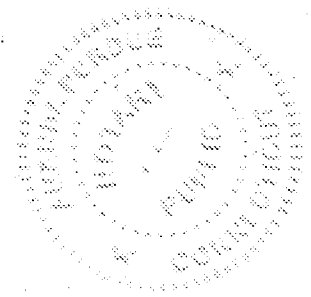
STATE OF CONNECTICUT)
)SS.
COUNTY OF SANFORD)

On the 14 day of October, 2019, before me personally appeared Paul Winn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Authorized Signatory of RecycleRewards, PBC, and acknowledged the instrument to be the free act and deed of RecycleRewards, PBC for the uses and purposes mentioned in the instrument.

Amanda Purdue
Notary Public
Printed Name: Amanda Purdue

My Commission Expires:

AMANDA PURDUE
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2022




Trademark Assignment Agreement – RecycleRewards, PBC

AGREED TO AND ACCEPTED:

RTS RECYCLEBANK, LLC

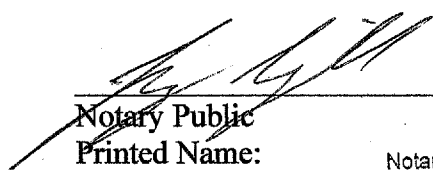
By: RTS Holding, Inc.
Its: Sole Member

By: 
Name: Arthur Curcuru
Title: Chief Financial Officer & Treasurer

ACKNOWLEDGMENT

STATE OF New York)
)SS.
COUNTY OF New York)

On the 18th day of October, 2019, before me personally appeared Arthur Curcuru, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer & Treasurer of RTS RecycleBank, LLC, and acknowledged the instrument to be the free act and deed of RTS RecycleBank, LLC for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name:

JEREMY SIGALL
Notary Public, State of New York
Reg. No. 02SI6340673
Qualified in New York County
My Commission Expires April 25, 2020

My Commission Expires:

SCHEDULE 1
ASSIGNED TRADEMARKS

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date
RECYCLEBANK	US	86799813	5142818	2017-02-14
RECYCLEBANK	US	87210052		
PHILACYCLE	US	87556039	5770341	2019-06-04
PHILACYCLE	US	88398663		
GREENOPOLIS	CA	1338670		2010-10-01
GREENOPOLIS	CA	1430033		