

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CYCLE TECHNOLOGY, INC.		02/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RECYCLE TRACK SYSTEMS, INC.		
Street Address:	115 Broadway		
Internal Address:	14TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6342552	CYCLE	
Registration Number:	6191146	CYCLE	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-6421		
Email:	ptoipinbox@reedsmith.com		
Correspondent Name:	Joshua W. Newman		
Address Line 1:	P.O. Box 488		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	403173.00002		
NAME OF SUBMITTER:	KIMBERLY L. HANEY		
SIGNATURE:	/KIMBERLY L. HANEY/		
DATE SIGNED:	02/20/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of February 10, 2023, is made by and among (i) Cycle Technology, Inc. a Delaware corporation (the “**Company**”); (ii) Cycle RTS Holdings, LLC, a Delaware limited liability company (“**SAFE HoldCo**”); (iii) Recycle Track Systems, Inc., a New York corporation and wholly-owned subsidiary of Holdings (“**Buyer**”); and (iv) RTS Holding, Inc. (“**Holdings**” and, together with Buyer, the “**Buyer Parties**”), the purchasers of certain assets of the Company pursuant to an Asset Purchase and Contribution Agreement, dated as of February 10, 2023, among the Company, SAFE HoldCo, the Buyer Parties and Anwar Khan (the “**Purchase Agreement**”). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

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

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably conveys, transfers and assigns to the Buyer Parties, and the Buyer Parties hereby accept, all of the Company’s right, title and interest in and to the following, collectively the “**Assigned IP**”:

(a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing (including, without limitation, those set forth on Schedule 1 hereto);

(b) Internet domain names, whether or not trademarks, and whether or not registered in any top-level domain by any authorized private registrar or Governmental Authority (including, without limitation, those set forth on Schedule 2 hereto);

(c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications;

(d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, Software, Company Data, compositions and other trade secrets, whether or not patentable;

(e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications;

(f) social media accounts, including, but not limited to, those hosted on facebook.com, twitter.com, youtube.com, instagram.com, linkedin.com, whether or not using trademarks, service marks, trade names, brand names, logos, trade dress or other proprietary indicia of goods and services;

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

(h) 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

(i) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

For the sake of clarity and not in any way in limitation of the foregoing, the Assigned IP shall also include any similar intangible property and related proprietary rights, interests and protections, to (a) through (i) above however arising, pursuant to the Laws of any jurisdiction throughout the world, including such property that is necessary or used by the Business (including Company Intellectual Property) and Licensed Intellectual Property (including, without limitation, those set forth on Schedule 3 hereto).

2. Recordation and Further Actions.

(a) The Company hereby authorizes and requests the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment upon request by either of the Buyer Parties.

(b) Following the date hereof, upon the request of either of the Buyer Parties, the Company will take such steps and actions, and provide such cooperation and assistance to the Buyer Parties and their 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 Intellectual Property to the Buyer Parties, or any assignees or successors thereto.

3. Limited Power of Attorney. The Company hereby appoints Buyer as the true and lawful attorney-in-fact of the Company, with full power of substitution, having full right and authority, in the name of the Company to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. The Company agrees that the above-stated powers are coupled with an interest and shall be irrevocable by the Company.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Company and the Buyer Parties with respect to the Intellectual Property. The representations, warranties, covenants, agreements and indemnities

contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

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

7. Governing Law. This IP 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 IP 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).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

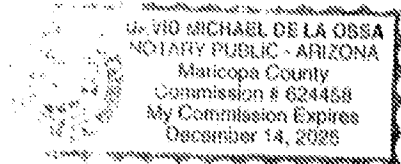
COMPANY:

CYCLE TECHNOLOGY, INC.

By: Anwar Khan
Name: Anwar Khan
Title: Chief Executive Officer

On this 16TH day of FEBRUARY 2023, before me, the undersigned notary public, personally appeared Anwar Khan, proved to me through satisfactory evidence of identification, which was a Anwar V Khan, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Michael De La Ossa
Notary Public



My commission expires 12/14/25

IN WITNESS WHEREOF, I, Connor J Pohl, hereby declare that I
(Printed Name of Witness)

was personally present and did see [NAME OF INDIVIDUAL] duly sign and execute the IP Assignment.

Connor Pohl Date: 2/16/23

BUYER PARTIES:

RECYCLE TRACK SYSTEMS, INC.

DocuSigned by:
By: Gregory Lettieri
324FAFD8A33E49C
Name: Gregory Lettieri
Title: Chief Executive Officer

RTS HOLDING, INC.

DocuSigned by:
By: Gregory Lettieri
324FAFD8A33E49C
Name: Gregory Lettieri
Title: Chief Executive Officer

SCHEDULE 1

Trademarks

- CYCLE – USPTO registration number: 6,342,552
- CYCLE – USPTO registration number: 6,191,146

SCHEDULE 2

Domain Names

- www.cycletechnology.com
- www.cyclegreentech.com

SCHEDULE 3

Licensed Intellectual Property

None.