

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tubs., Inc.	08/17/2007
RECEIVING PARTY DATA	
Name:	Bagster, LLC
Street Address:	530 East Paces Ferry Rd.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11368545
CORRESPONDENCE DATA	
Fax Number:	(678)391-9941
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	770-303-8461
Email:	ppawlak@hssw.com
Correspondent Name:	Peter J. Pawlak Jr.
Address Line 1:	6400 Powers Ferry Rd., NW
Address Line 2:	Suite 400
Address Line 4:	Atlanta, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	11239.0001000
NAME OF SUBMITTER:	Peter J Pawlak Jr.

Total Attachments: 6  
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source=Bagster assignment#page6.tif

## ASSIGNMENT

This Assignment (this "Assignment") is effective as of August 17, 2007, by and between TUBS, Inc., a Minnesota corporation ("TUBS"), Superior Bag, LLC, a Delaware limited liability company ("Superior"), David Russick and Sara Russick, (TUBS, Superior, David Russick and Sara Russick together, jointly and severally, the "Assignors"), and Bagster LLC, a Delaware limited liability company, formerly known as Hoppers, LLC, (the "Assignee").

**WHEREAS**, Assignors are the owners of intellectual property rights associated with "Dumpster-In-A-Bag" (flexible intermediate bulk container bags for refuse disposal), the associated business model that provides bulk container bag refuse pick-up and disposal services, and other related items (the "Licensed Properties");

**WHEREAS**, Assignors previously licensed the Licensed Properties to Assignee for use in the entire world (except for three metropolitan areas) with rights to sell the associated goods and services, sublicense the rights and franchise the business plan, establish quality and uniformity standards for the Licensed Properties, and ensure compliance with such standards (the "Business");

**WHEREAS**, Assignee is implementing plans to expand the utilization of the Licensed Properties and in doing so is securing further sources of financing. These sources of financing have various requirements for the financing of Assignee's expansion including Assignee owning the Licensed Properties;

**WHEREAS**, Assignors acknowledge and agree, individually and jointly, that such financing will be of material benefit to them; and

**WHEREAS**, Assignors desire to assign the Licensed Properties to Assignee so that Assignee may more fully utilize the Licensed Properties and possibility generate greater royalties for the Assignors.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee (the "Parties") agree as follows:

1. Termination of License. The Assignors and Assignee hereby jointly terminate the license agreement made and entered into on October 26, 2006 (the "License Agreement") between the Parties. All future duties, responsibilities and obligations under the License Agreement are immediately terminated and in every instance superseded by this Assignment. Notwithstanding the foregoing, any current claim, liability, expense, or monies due, will survive the termination of the License Agreement.

2. Assignment. The "Intellectual Property Rights" shall mean all of the rights listed as assigned to Licensee under this Assignment. All assignments to Assignee under this Assignment are for world-wide rights in the Intellectual Property Rights.

2.1 Trademarks. The Assignors hereby assign to the Assignee all of Assignors' rights, title and interest in the trademarks, registrations, and applications shown on the accompanying Schedule A, or otherwise used in association with the Licensed Properties, including all common law rights thereto and the goodwill of the business symbolized thereby.

2.2 Patents. The Assignors hereby assign to the Assignee all of Assignors' rights, title and interest in Patent Application No. 11/368,545 and in the invention embodied thereon including, without limitation, all related improvements previously or subsequently made by or acquired by Assignors, rights of priority in the invention, pending applications, issued patents, reissues or extensions of patents issued, and divisions, substitutions and continuations (the "Patent").

2.3 Copyrights. The Assignors hereby assign to the Assignee all of Assignors' rights, title and interest to any copyrights in the Licensed Properties and all works listed on the accompanying Schedule B, including without limitation any registrations and applications related thereto, and any renewals and extensions thereof, and to all works based upon, derived from or incorporating the work.

2.4 Operating System. To the extent not otherwise covered by this Assignment, the Assignors hereby assign to the Assignee all of Assignors' rights, title and interest to the system for operating businesses related to the Licensed Properties.

2.5 Assignors' Property. The Intellectual Property Rights assigned to Assignee pursuant to this Assignment are limited to the items specifically identified and exclude all other assets of Assignors to and in which Assignors retain any and all right, title and interest. Assignors do not assign: (1) the TUBS trademark; and (2) the system for operating a business that collects steel dumpsters for refuse disposal under the TUBS trademark. Assignors represent and warrant that the system for operating businesses related to the Licensed Properties and the system for operating a business that collects steel dumpsters for refuse disposal are separate systems such that Assignors can assign all rights related to the former while retaining all rights to the latter.

3. Causes of Action. Assignors assigns to Assignee all causes of action, either in law or equity, in favor of the Assignors heretofore accrued or hereafter accruing with respect to the Intellectual Property Rights, and the right to recover and to hold all damages and profits arising therefrom. Except as provided in Sections 7, 8 and 9 herein, Assignors assign to Assignee all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property Rights.

4. Security Interest. Contemporaneously with the execution and delivery of this Assignment, Assignee will execute and deliver to Representative (as hereinafter defined in Section 6) the Security Agreement ("Security Agreement") in the form attached to this Assignment as Exhibit

IN WITNESS WHEREOF, Assignors and Assignee have signed, or have caused this assignment to be signed by a duly authorized officer, and its corporate seal to be hereto affixed.

Assignor:

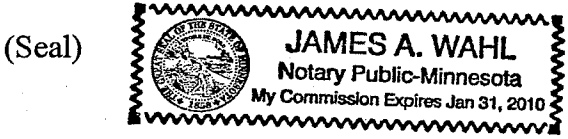
TUBS, Inc.

Dated: August 17, 2007

By: [Signature]  
Name: \_\_\_\_\_  
Title: President

State of Minnesota )  
: ss.  
County of Hennepin )

On this 17th day of August, 2007, before me personally appeared David Russick, to me personally known, who, being duly sworn, did say that he is President of TUBS, Inc., a Minnesota corporation, and that the foregoing instrument was signed and sealed on behalf of the company by proper authority, and that he acknowledges such instrument to be the free deed and act of said company for the purposes therein set forth and intending that this instrument be recorded.



[Signature]  
Notary Public

Assignor:

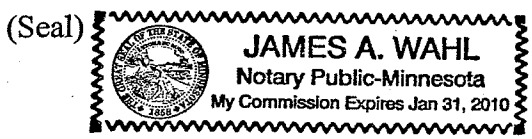
Superior Bag, LLC

Dated: August 17, 2007

By: [Signature]  
Name: \_\_\_\_\_  
Title: President

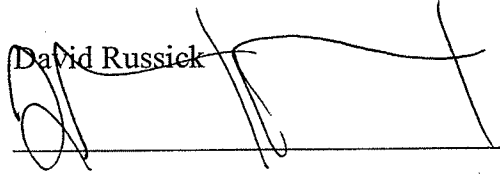
State of Minnesota )  
: ss.  
County of Hennepin )

On this 17th day of August, 2007, before me personally appeared David Russick, to me personally known, who, being duly sworn, did say that he is President of Superior Bag, LLC, a Delaware limited liability company, and that the foregoing instrument was signed and sealed on behalf of the company by proper authority, and that he acknowledges such instrument to be the free deed and act of said company for the purposes therein set forth and intending that this instrument be recorded.



[Signature]  
Notary Public

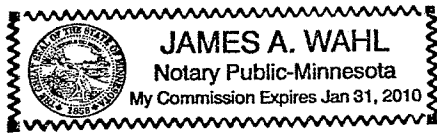
Assignor:

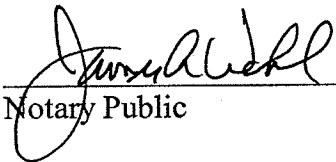
David Russick  


Dated: August 17, 2007

State of Minnesota )  
: ss.  
County of Hennepin )

On this 17 day of August, 2007, before me personally appeared David Russick, to me personally known, who, being duly sworn, did say that the foregoing instrument was signed for the purposes therein set forth.

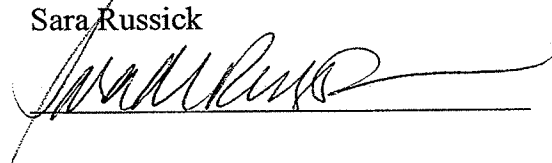


  
Notary Public

Assignor:

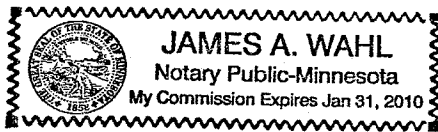
Sara Russick

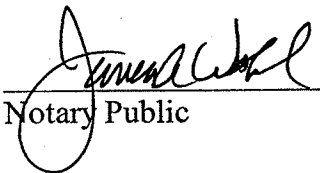
Dated: August 17, 2007



State of Minnesota )  
: ss.  
County of Hennepin )

On this 17 day of August, 2007, before me personally appeared Sara Russick, to me personally known, who, being duly sworn, did say that the foregoing instrument was signed for the purposes therein set forth.



  
Notary Public

Assignee:

Bagster, LLC

Dated: August 17, 2007

By: 

Name: David Russick

Title: Operating Manager

(Corporate Seal)

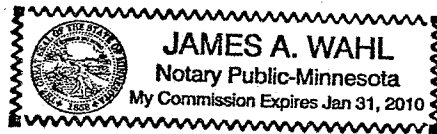
State of Minnesota )

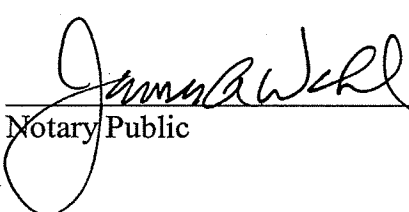
: ss.

County of Hennepin )

On this 17<sup>th</sup> day of August, 2007, before me personally appeared David Russick, to me personally known, who, being duly sworn, did say that he is Operating Manager of Bagster, LLC, a Delaware limited liability company, and that the foregoing instrument was signed and sealed on behalf of the company by proper authority, and that he acknowledges such instrument to be the free deed and act of said company for the purposes therein set forth and intending that this instrument be recorded.

(Seal)



  
Notary Public

Schedule A

Trademark Applications and Registrations

BUY. FILL. GONE. (Application No. 77/081,673)  
BAGSTERS (Application No. 77/035,536)  
BAGSTER (Application No. 77/035,525)  
IN A BAG (Application No. 77/075,173)

Common Law Trademarks

DUMPSTER-IN-A-BAG  
DUMPSTER IN A BAG