

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ron Gonen</td> <td>01/26/2009</td> </tr> <tr> <td>Morley Ivers</td> <td>01/26/2009</td> </tr> </tbody> </table>		Name	Execution Date	Ron Gonen	01/26/2009	Morley Ivers	01/26/2009
Name	Execution Date						
Ron Gonen	01/26/2009						
Morley Ivers	01/26/2009						
RECEIVING PARTY DATA							
Name:	RecycleBank LLC						
Street Address:	1800 JFK Boulevard						
Internal Address:	Suite 502						
City:	Philadelphia						
State/Country:	PENNSYLVANIA						
Postal Code:	19103						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12354504</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12354504		
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Application Number:	12354504						
CORRESPONDENCE DATA							
Fax Number:	(732)530-2039						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
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Email:	JFALLON@MFIPLAW.COM						
Correspondent Name:	MALDJIAN & FALLON LLC						
Address Line 1:	365 BROAD ST. , 3RD FLOOR						
Address Line 4:	RED BANK, NEW JERSEY 07701						
ATTORNEY DOCKET NUMBER:	REC033						
NAME OF SUBMITTER:	Jonathan A. Fallon, Esq.						
Total Attachments: 2 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif							

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PATENT

ASSIGNMENT OF PATENT APPLICATION

WHEREAS:

Name and Address of Inventors:

- 1) Ron Gonen
121 W. 80th Street, #1
New York, NY 10024
UNITED STATES OF AMERICA

- 2) Morley Ivers
534 Castlefield Avenue
Toronto, Ontario M5N 1L6
CANADA

(hereinafter "Assignors"), have invented a certain invention entitled:

SYSTEM AND METHOD FOR MANAGING AN INCENTIVE-BASED RECYCLING PROGRAM

for which a non-provisional application for a Patent in the United States was filed at the United States Patent and Trademark Office on January 15, 2009, granted application serial no. 12/354,504; and

WHEREAS, RecycleBank, LLC., having a place of business at 1800 JFK Blvd., Suite502 Philadelphia, PA 19103 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforementioned patent application (hereinafter "Application"), and the invention disclosed therein (hereinafter "Invention"), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by the Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patents") thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in deliberation of good and valuable consideration acknowledged by the Assignors to have been received in full from said Assignee:

1. The Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to the Application and the Invention; (b) in and to all rights to apply for patents covering the Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted, covering the Invention, in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, continuation, or continuation in part of the Application; and (d) in and to each and every reissue or extension of any of the Patents.


2. The Assignors hereby covenant and agree to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right, title and interest to the Invention herein conveyed in any and all countries and groups of countries. Such cooperation by the Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the Assignee (a) for perfecting in the Assignee the right, title and interest herein conveyed; (b) for prosecuting the Application, or related applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering embodiments of the Invention; (d) for filing and prosecuting applications for reissuance of any of the Patents; (e) for interference or other priority proceedings involving the Invention; and (f) for legal proceedings involving the Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the Assignors in providing such cooperation shall be paid for by the Assignee.

3. The term and covenants of this agreement shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignors, their respective heirs, legal representatives and assigns.

4. The Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the Assignors have executed and delivered this instrument to the Assignee on the dates indicated below.

DATED: January 26, 2009

BY: 

Ron Gonen

DATED: January 26, 2009

BY: 

Morley Ivers