

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3241960

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GALFAB, INC.	12/21/2012
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GALFAB ACQUISITION, LLC	
<b>Street Address:</b>	1370 AVENUE OF THE AMERICAS	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10019	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	6695553
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)460-7000	
<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>		
<b>Phone:</b>	3124605000	
<b>Email:</b>	PatentDocket_CHI@seyfarth.com	
<b>Correspondent Name:</b>	PATRICK T. MUFFO	
<b>Address Line 1:</b>	131 S. DEARBORN ST. SUITE 2400	
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<b>ATTORNEY DOCKET NUMBER:</b>	079004-000002	
<b>NAME OF SUBMITTER:</b>	PATRICK T. MUFFO	
<b>SIGNATURE:</b>	/Patrick T. Muffo/	
<b>DATE SIGNED:</b>	02/26/2015	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>		
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of December \_\_, 2012, is made by GalFab, Inc., an Indiana corporation, located at 612 West 11th Street, Winamac, IN 46996 ("Seller"), in favor of GalFab Acquisition, LLC, a Delaware limited liability company, located at c/o Millbrook Capital Management Inc., 1370 Avenue of the Americas, New York, NY 10019 ("Purchaser"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, between Seller, Purchaser, Donald Galbreath, Delores Galbreath, Stephen Galbreath, and Vickie Galbreath (each in his/her capacity as an Owner) and Daniel S. Tankersley, in his capacity as Seller Agent, dated as of December 27, 2012 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents, patent applications, and patent disclosures set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(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 including, without limitation, licenses, and specifically those under that certain Revised License Agreement, dated as of October 15, 2010, between GalFab, Inc., Galbreath, LLC, Wastequip, INC. and Wastequip Manufacturing Company LLC d/b/a Pioneer, a Wastequip Company and certain other parties thereto; and

(d) 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, 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 authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that 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 Patent 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 Patent 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 Patent Assignment.

5. Successors and Assigns. This Patent 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 Patent 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 Patent 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

**GALFAB, INC.**

By: *Donald E. Galbreath*  
Name: *DONALD E. GALBREATH*  
Title: *PRESIDENT (former)*

AGREED TO AND ACCEPTED:

**GALFAB ACQUISITION, LLC**

By: Wastebuilt Environmental Solutions, LLC, its Managing Member

By: Millbrook Capital Management, Inc., its Manager

By: \_\_\_\_\_  
Name: Alan Rivera  
Title: Chief Financial Officer, General Counsel

Signature Page to Patent Assignment Agreement

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IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

GALFAB, INC.

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

**COMPANY**

**GALFAB ACQUISITION, LLC**

By: Wastebuilt Environmental Solutions, LLC, its Managing Member

By: Millbrook Capital Management Inc., its Managing Member

By:  \_\_\_\_\_

Name: Alan Rivera

Title: Chief Financial Officer, General Counsel

Address for Notices:

c/o Millbrook Capital Management Inc., 1370  
Avenue of the Americas, New York, NY  
10019

*(PATENT ASSIGNMENT AGREEMENT)*

## **SCHEDULE 1**

### **ASSIGNED PATENTS AND PATENT APPLICATIONS**

- Waste Container with Access Door and Hinge Therefor - Patent Number US 6,929,246 B1
- Devise for Securing A Container to a Hoist - Patent Number US 6,695,553.B1