

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4104621

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TRANSFER AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RE COMMUNITY HOLDINGS II, INC.	01/01/2012
RECEIVING PARTY DATA		
Name:	RE COMMUNITY ENERGY, LLC	
Street Address:	225 SOUTH MAIN STREET	
Internal Address:	2ND FLOOR	
City:	RUTLAND	
State/Country:	VERMONT	
Postal Code:	05701	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14715384
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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:	202-842-7800	
Email:	tkaras@cooley.com, zPatDCDocketing@cooley.com	
Correspondent Name:	COOLEY LLP	
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW, SUITE 700	
Address Line 4:	WASHINGTON, D.C. 20004-2400	
ATTORNEY DOCKET NUMBER:	ACRD-013/15US 323629-2106	
NAME OF SUBMITTER:	JUSTIN J. LEISEY	
SIGNATURE:	/Justin J Leisey/	
DATE SIGNED:	10/19/2016	
Total Attachments: 8		
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "*Agreement*") is entered into effective as of January 1, 2012 (the "*Effective Date*") by and between (a) RE Community Holdings II, Inc., a Delaware corporation having its principal place of business at 225 S. Main Street, 2nd Floor, Rutland, VT 05701 ("*Transferor*"); and (b) Re Community Energy, LLC, a Delaware limited liability company ("*Transferee*").

RECITALS:

A. Transferor owns the entire right, title and interest to certain patents and patent applications listed on Exhibit A hereto (the "*Transferred Patents*").

B. Transferor desires to transfer to Transferee, and Transferee desires to accept from Transferor, the Transferred Patents, together with any and all inventions disclosed in said Transferred Patents and all Patent Rights (as defined below) related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Certain Definitions.** As used herein, the following terms shall have the following meanings:

(a) "*Patent Rights*" means any and all United States and foreign patent rights, including patents of importation, improvement patents, patents and certificates of addition, and utility models, as well as divisions, reissues, continuations, renewals, and extensions of any of the foregoing, and applications therefor and any patents issuing thereon and such further patent rights relating thereto.

(b) "*Transferred IP*" means the Transferred Patents, together with all inventions disclosed in said Transferred Patents and any and all Patent Rights pertaining thereof.

ARTICLE 2 CONVEYANCE OF RIGHTS

2.1 **Assignment of Rights.** As of the Effective Date, for good and sufficient consideration, the receipt of which is hereby acknowledged, Transferor hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to Transferee all of its right, title, and interest in and to the Transferred IP. The assignment of the Transferred IP granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Transferred IP, including all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.

2.2 Further Assurances. At the request and expense of Transferee, Transferor shall execute and deliver such further conveyance instruments and take such further actions as may be reasonably necessary or desirable to evidence more fully the transfer of ownership of the Transferred IP to Transferee. Without limiting the generality of the foregoing, Transferor agrees: (a) to execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Transferred IP; (b) to provide testimony in connection with any proceeding affecting the right, title, or interest of Transferee in the Transferred IP; and (c) to perform any other acts deemed reasonably necessary to carry out the intent of this Agreement.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. In consideration of the conveyance of the Transferred IP as set forth in Article 2, on the Effective Date (or as soon thereafter as practicable), Transferee shall pay to Transferor an amount equal to \$13,136,727.49 (the "*Purchase Price*").

3.2 Payment. Payment of the Purchase Price shall be in the form of an intercompany receivable.

3.3 Taxes. In the event any tax becomes due by reason of this Agreement, such tax shall be borne by the party upon whom such tax is imposed by applicable law.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 General Warranty. Each party represents and warrants to the other that: (a) all corporate action on the part of such party, its officers, directors and stockholders necessary for the authorization of this Agreement and the performance of all of its obligations under this Agreement has been taken; and (b) this Agreement, when executed and delivered, will be a valid and binding obligation of such party enforceable in accordance with its terms.

4.2 No Conflict. Each party hereby represents and warrants to the other that such party's making of this Agreement and the performance of its obligations hereunder does not and will not violate any agreement existing between such party and any third party that would be reasonably be expected to (a) impair the transfer of the Transferred IP to Transferee under this Agreement or (b) otherwise have a material adverse effect on Transferee's use and ownership of the Transferred IP after the Effective Date.

4.3 Sole Owner; No Prior Transfer of Rights. Transferor hereby represents and warrants to Transferee that (i) Transferor is the sole and lawful owner of the entire right, title, and interest in and to the Transferred Patents and (ii) except as set forth in this Agreement, Transferor has not transferred, assigned or pledged any of its ownership rights in, or otherwise granted any exclusive license rights with respect to, the Transferred IP to any third party.

ARTICLE 5 MISCELLANEOUS

5.1 Entire Agreement; Amendment. This Agreement and the agreements and instruments contemplated hereby constitute the entire understanding of the parties and supersede all prior agreements and understandings of the parties pertaining to the subject matter hereof, whether written, oral, or otherwise. This Agreement may be altered or amended only in a writing signed by the parties.

5.2 Assignment. Transferee shall have the right to assign this Agreement or any rights and obligations hereunder to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Transferor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Transferee.

5.3 Severability. The parties hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

5.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the state of Delaware, U.S.A., without regard to its principles of conflicts of laws.

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IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Transfer Agreement as an instrument under seal as of the day and year first above written.

RE COMMUNITY HOLDINGS II, INC.

By: 
Name:
Title:

RE COMMUNITY ENERGY, LLC

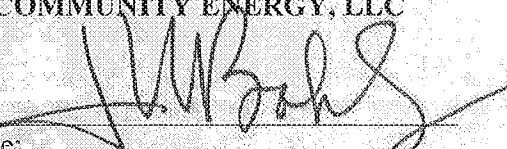
By: 
Name:
Title:

EXHIBIT A

Application No. Filing Date	Patent/Pub. No. Issue/Pub. Date	TITLE
10/987,317 11/15/2004	7,302,407 11/27/2007	METHOD, SYSTEM AND COMPUTER READABLE MEDIUM FOR BROKERING THE PURCHASE AND SALE OF GLASS CULLET
11/942,636 11/19/2007	2008/0120254 5/22/2008	SYSTEM, METHOD AND MEDIUM FOR PROVIDING MIXED COLOR CULLET BROKERING SERVICES
11/270,654 11/10/2005	2006/0122725 6/8/2006	SYSTEM FOR AND METHOD OF MIXED-COLOR CULLET CHARACTERIZATION AND CERTIFICATION, AND PROVIDING CONTAMINANT-FREE, UNIFORMLY COLORED MIXED-COLOR CULLET
11/883,758 5/27/2008	2008/0237093 10/2/2008	SYSTEMS AND METHODS FOR SORTING RECYCLABLES AT A MATERIAL RECOVERY FACILITY
10/989,425 11/17/2004	7,918,343 4/5/2011	SYSTEMS AND METHODS FOR GLASS RECYCLING AT A BENEFICIATOR
11/135,291 5/24/2005	7,757,863 7/20/2010	SYSTEMS AND METHODS FOR GLASS RECYCLING AT A BENEFICIATOR AND/OR A MATERIAL RECOVERY FACILITY
11/518,985 9/12/2006	2007/0012599 1/18/2007	SYSTEM AND METHODS FOR GLASS RECYCLING AT A BENEFICIATOR
10/989,604 11/17/2004	7,264,124 9/4/2007	SYSTEMS AND METHODS FOR SORTING RECYCLABLES AT A MATERIAL RECOVERY FACILITY
11/106,634 4/15/2005	7,341,156 3/11/2008	SYSTEMS AND METHODS FOR SORTING, COLLECTING DATA PERTAINING TO AND CERTIFYING RECYCLABLES AT A MATERIAL RECOVERY FACILITY
11/487,372 7/17/2006	7,611,018 11/3/2009	SYSTEMS AND METHODS FOR SORTING RECYCLABLES AT A MATERIAL RECOVERY FACILITY
11/349,120 2/8/2006	2007/0185612 8/9/2007	SYSTEMS AND METHODS FOR MANAGING INVENTORY OF AGGREGATED POST-CONSUMER GOODS
11/269,221 11/8/2005	7,696,874 4/13/2010	METHODS AND SYSTEMS FOR MONITORING GROUPS OF ITEMS, ELEMENTS, AND/OR PRODUCTS IN RADIO FREQUENCY IDENTIFICATION
11/515,789 9/6/2006	7,561,045 7/14/2009	SYSTEMS AND METHODS FOR INDICATING A QUALITY OF GROUPED ITEMS
12/483,144 6/11/2009	2009/0243849 10/1/2009	SYSTEMS AND METHODS FOR INDICATING A QUALITY OF GROUPED ITEMS
13/249,871 9/30/2011		SYSTEMS AND METHODS FOR INDICATING A QUALITY OF GROUPED ITEMS

Application No. Filing Date	Patent/Pub. No. Issue/Pub. Date	TITLE
11/515,806 9/6/2006	7,728,730 6/1/2010	SYSTEMS AND METHODS FOR MEASURING THE PURITY OF BALES OF RECYCLABLE MATERIALS
11/802,497 5/23/2007	2008/0290006 11/27/2008	SYSTEMS AND METHODS FOR OPTIMIZING A SINGLE-STREAM MATERIALS RECOVERY FACILITY
2,729,001 6/25/2009 (CA)		ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS
200980125169.7 6/25/2009 (CN)		ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS
09771071.9 6/25/2009 (EP)	EP2300575 3/30/2011	ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS
395/CHENP/2011 6/25/2009 (IN)		ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS
2011-516680 6/25/2009 (JP)		ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS
MX/a/2010/014187 6/25/2009 (MX)		ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS
12/492,093 6/25/2009	2010/0031560 2/11/2010	ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS
2,728,774 6/25/2009 (CA)		ENGINEERED FUEL FEED STOCK
200980125168.2 6/25/2009 (CN)		ENGINEERED FUEL FEED STOCK
9771072.7 6/25/2009 (EP)	EP2300576 3/30/2011	ENGINEERED FUEL FEED STOCK
446/CHENP/2011 6/25/2009 (IN)		ENGINEERED FUEL FEED STOCK
2011-516681 6/25/2009 (JP)		ENGINEERED FUEL FEED STOCK
MX/a/2010/014190 6/25/2009 (MX)		ENGINEERED FUEL FEED STOCK
12/492,096 6/25/2009	2010/0018113 1/28/2010	ENGINEERED FUEL FEED STOCK
12/644,974 12/22/2009	2010/0218419 9/2/2010	ENGINEERED FUEL FEED STOCK
PCT/2010/061228 12/20/2010	WO2011/084730 07/14/2011	ENGINEERED FUEL FEED STOCK

Application No. Filing Date	Patent/Pub. No. Issue/Pub. Date	TITLE
13/080,351 4/5/2011	2011/0209394 09/01/2011	ENGINEERED FUEL FEED STOCK
13/087,108 4/14/2011	2011/0209395 09/01/2011	ENGINEERED FUEL FEED STOCK
13/087,111 4/14/2011	2011/0209396 09/01/2011	ENGINEERED FUEL FEED STOCK
13/087,115 4/14/2011	2011/0209397 09/01/2011	ENGINEERED FUEL FEED STOCK
13/087,117 4/14/2011	2011/0209398 09/01/2011	ENGINEERED FUEL FEED STOCK
13/087,120 4/14/2011	2011/0209393 09/01/2011	ENGINEERED FUEL FEED STOCK
13/087,126 4/14/2011	2011/0209399 09/01/2011	ENGINEERED FUEL FEED STOCK
2,728,705 6/25/2009 (CA)		SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE
200980125176.7 6/25/2009 (CN)		SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE
09771018.0 6/25/2009 (EP)		SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE
415/CHENP/2011 6/25/2009 (IN)		SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE
2011-516656 6/25/2009 (JP)		SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE
MX/a/2010/014188 6/25/2009 (MX)		SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE
12/491,650 6/25/2009	2010/0038594 2/18/2010	SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE
12/565,962 9/24/2009	2010/0222917 9/2/2010	SYSTEM AND METHOD FOR TAGGING PRODUCTS FOR USE IN IDENTIFICATION OF THE COMPONENTS THEREIN
12/561,091 9/16/2009	2010/0070358 3/18/2010	REC CREDIT DISTRIBUTION SYSTEM AND METHOD
11/387,076 3/20/2006	2007/0260466 11/8/2007	SYSTEM AND METHODS FOR A RECYCLING PROGRAM
11/387,077 3/20/2006	2007/0219862 9/20/2007	SYSTEM AND METHOD FOR IDENTIFYING AND PROCESSING RECYCLABLES

Application No. Filing Date	Patent/Pub. No. Issue/Pub. Date	TITLE
12/949,982 11/19/2010	2011/0099890 5/5/2011	SORBENT CONTAINING ENGINEERED FUEL FEED STOCK
13/329,028 12/16/2011		SORBENT CONTAINING ENGINEERED FUEL FEED STOCK
PCT/2010/057351 11/19/2010	WO2011/078928 06/30/2011	SORBENT CONTAINING ENGINEERED FUEL FEED STOCKS
61/436,537 1/26/2011		MITIGATION OF SULFUR TRIOXIDE IN POWER PLANT EMISSIONS USING SORBENT CONTAINING ENGINEERED FUEL FEED STOCKS
61/478,089 4/22/2011		PROCESS FOR CO-FIRING SORBENT CONTAINING ENGINEERED FUEL WITH COAL
61/493,071 06/03/2011		SYSTEMS, METHODS AND PROCESSES FOR GRANULATING HETEROGENEOUS WASTE STREAMS FOR ENGINEERED FUEL FEEDSTOCK PRODUCTION
61/533,009 09/09/2011		REENGINEERED FEEDSTOCK FOR BIOLOGICAL PRODUCTION OF ALCOHOL VIA SUGAR PRODUCTION
61/506,891 07/12/2011		REENGINEERED FEEDSTOCK FOR BIOLOGICAL PRODUCTION IN ALCOHOL