# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4150478

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| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | TRANSFER AGREEMENT |

**CONVEYING PARTY DATA**

| Name | Execution Date |
|---|---|
| RE COMMUNITY HOLDING II, INC. | 01/01/2012 |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | RE COMMUNITY ENERGY, LLC |
| **Street Address:** | 225 S. MAIN STREET, 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

***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.***

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**Address Line 4:** WASHINGTON, D.C. 20004-2400

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|---|---|
| **ATTORNEY DOCKET NUMBER:** | ACRD-013/15US |
| **NAME OF SUBMITTER:** | JUSTIN J. LEISEY |
| **SIGNATURE:** | /Justin J Leisey/ |
| **DATE SIGNED:** | 11/18/2016 |

**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.

*[Remainder of Page Intentionally Left Blank]*

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