

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5799105

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RECYCLEREWARDS INC.	10/31/2019
RECEIVING PARTY DATA		
Name:	RTS RECYCLEBANK LLC	
Street Address:	435 HUDSON ST.	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10014	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	D629992	
CORRESPONDENCE DATA		
Fax Number:	(646)846-8720	
<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:	646-759-0999	
Email:	uspto@zellerip.com	
Correspondent Name:	ZELLER IP GROUP PLLC	
Address Line 1:	155 WATER ST.	
Address Line 2:	SUITE 6/6	
Address Line 4:	BROOKLYN, NEW YORK 11201	
NAME OF SUBMITTER:	JESSICA WU	
SIGNATURE:	/Jessica Wu/	
DATE SIGNED:	10/31/2019	
Total Attachments: 5		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of October 18, 2019 is made by RecycleRewards, PBC, a Delaware public benefit corporation f/k/a RecycleRewards, Inc. (“**Seller**”), in favor of RTS RecycleBank, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller and RecycleBank, LLC, a Pennsylvania limited liability company, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned Patents**”):

(a) the patents and patent applications set forth in the patents and patent applications set forth in the patents and patent applications 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; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. 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 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

RECYLEREWARDS, PBC, F/K/A
RECYCLEREWARDS, INC.

By: Paul Winn
Name: Paul Winn
Title: Chief Executive Officer

ACKNOWLEDGMENT

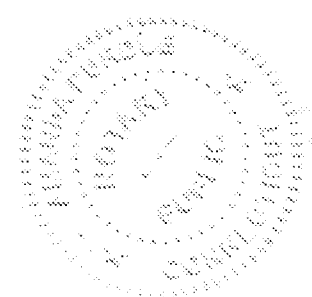
STATE OF CONNECTICUT)
)SS.
COUNTY OF JONATHAN)

On the 14 day of October, 2019, before me personally appeared Paul Winn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Authorized Signatory of RecycleRewards, PBC, and acknowledged the instrument to be the free act and deed of RecycleRewards, PBC for the uses and purposes mentioned in the instrument.

Amanda Purdue
Notary Public
Printed Name: AMANDA PURDUE

My Commission Expires:

AMANDA PURDUE
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2022



Patent Assignment Agreement – RecycleRewards, PBC

AGREED TO AND ACCEPTED:

RTS RECYCLEBANK, LLC

By: RTS Holding, Inc.

Its: Sole Member

By: 

Name: Arthur Curcuru

Title: Chief Financial Officer & Treasurer

ACKNOWLEDGMENT

STATE OF New York

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)SS.

COUNTY OF New York

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On the 18th day of October, 2019, before me personally appeared Arthur Curcuru, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer & Treasurer of RTS RecycleBank, LLC, and acknowledged the instrument to be the free act and deed of RTS RecycleBank, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires:


Notary Public

Printed Name:

JEREMY SIGALL
Notary Public, State of New York
Reg. No. 02SI6340673
Qualified in New York County
My Commission Expires April 25, 2020

SCHEDULE 1
ASSIGNED PATENTS

Title	US App. No.	Filing Date	US Patent No.	Issue Date
RECYCLING STATION	29/353,569	2010-01-11	D629,992	2010-12-28