

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7667429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
RTS RECYCLEBANK, INC.	11/28/2022
RECYCLE TRACK SYSTEMS, INC.	11/28/2022
RECYCLESMAART SOLUTIONS INC.	11/28/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	TRINITY CAPITAL INC.
<b>Street Address:</b>	1 N. 1ST STREET
<b>Internal Address:</b>	FLOOR 3
<b>City:</b>	PHOENIX
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85004

**PROPERTY NUMBERS Total: 15**

Property Type	Number
Patent Number:	7949557
Patent Number:	10318960
Patent Number:	10185922
Patent Number:	10410231
Patent Number:	8602298
Patent Number:	10445756
Patent Number:	10354474
Patent Number:	8799064
Patent Number:	D629992
Application Number:	15867948
Application Number:	63210252
Application Number:	63083153
Application Number:	17485945
Application Number:	63083152
Application Number:	17485936

**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.**

**Phone:** 2027762269

**Email:** pkarmire@cooley.com

**Correspondent Name:** PERKY L. KARMIRE

**Address Line 1:** C/O COOLEY, LLP

**Address Line 2:** 1299 PENNSYLVANIA AVENUE, NW, SUITE 700

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

<b>ATTORNEY DOCKET NUMBER:</b>	330658.134
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<b>NAME OF SUBMITTER:</b>	PERKY L. KARMIRE
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<b>SIGNATURE:</b>	/s/ Perky L. Karmire
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<b>DATE SIGNED:</b>	11/29/2022
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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**Total Attachments: 11**

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") dated as of November 28, 2022, is made by RTS RECYCLEBANK, INC., a Delaware corporation ("RecycleBank"), RECYCLE TRACK SYSTEMS, INC., a New York corporation ("RTS"), RECYCLESMAART SOLUTIONS INC., a British Columbia company (the "New Grantor" and together with RecycleBank and RTS, each a "Grantor" and collectively the "Grantors"), in favor of TRINITY CAPITALINC., a Maryland corporation ("Lender") and amends and restates in its entirety, without novation, the Intellectual Property Security Agreement dated as of December 10, 2021, as amended from time to time (the "Original IPSA"). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

**RECITALS**

A. RTSRB, RTSI, and the other borrowers party thereto, entered into a Loan and Security Agreement with Lender, dated as of December 10, 2021 (as amended, restated, amended and restated or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the Counterpart Agreement dated as of the date hereof, among New Grantor, Allied Compactor, LLC and Lender, New Grantor became a Borrower under the Loan Agreement and agreed to be bound by all of the terms thereof with the same force and effect as if originally named therein as a Borrower.

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender for its benefit a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Lender for its benefit a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property to the extent constituting Collateral (as defined in the Loan Agreement) (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantors shall not assign their obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantors, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of New York, and shall have been accepted by Lender in the State of New York. This Agreement shall be

governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[Signature page follows.]*

COPY VIEW

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

**RTS RECYCLEBANK, INC.**

DocuSigned by:  
By: Jeremy Sigall  
010CA7D2943F4BD...

Name: Jeremy Sigall  
Title: General Counsel and Secretary

**RECYCLE TRACK SYSTEMS, INC.**

DocuSigned by:  
By: Jeremy Sigall  
010CA7D2943F4BD...

Name: Jeremy Sigall  
Title: General Counsel and Secretary

**RECYCLESMART SOLUTIONS INC.**

DocuSigned by:  
By: Jeremy Sigall  
010CA7D2943F4BD...

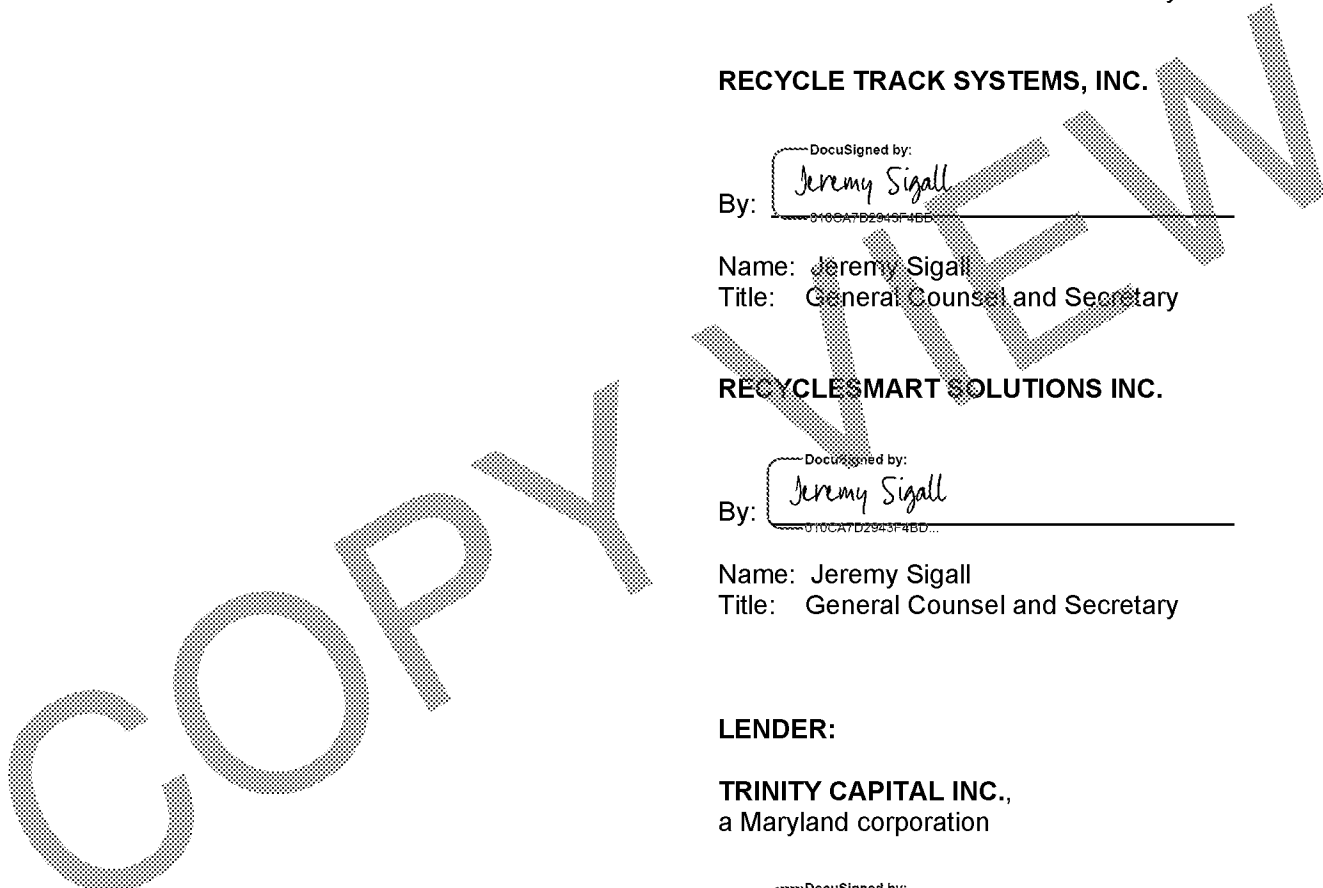
Name: Jeremy Sigall  
Title: General Counsel and Secretary

**LENDER:**

**TRINITY CAPITAL INC.,**  
a Maryland corporation

DocuSigned by:  
By: Sarah Stanton  
13462566204024E2...

Name: Sarah Stanton  
Title: General Counsel and Chief Compliance Officer



*[Signature Page to Amended and Restated Intellectual Property Security Agreement]*

EXHIBIT A

**COPYRIGHTS**

**None.**

COPY VIEW

**EXHIBIT B****PATENTS**

<b>Entity</b>	<b>Country</b>	<b>Type</b>	<b>Serial No.</b>	<b>Title</b>	<b>Issue / Filing Date</b>	<b>Status</b>
RTS Recyclebank, LLC	US	Utility Pat.	7,949,557	METHOD AND SYSTEM FOR IMPROVING RECYCLING THROUGH THE USE OF FINANCIAL INCENTIVES	2011-05-24	Issued
RTS Recyclebank, LLC	US	Utility Pat.	10,318,960	METHOD AND SYSTEM FOR IMPROVING RECYCLING THROUGH THE USE OF FINANCIAL INCENTIVES	2019-06-11	Issued
RTS Recyclebank, LLC	US	Utility Pat.	10,185,922	METHODS AND SYSTEM FOR MANAGING RECYCLING OF RECYCLABLE MATERIAL	2019-01-22	Issued
RTS Recyclebank, LLC	US	Utility Pat.	10,410,231	METHOD OF IMPLEMENTING AN INCENTIVE-BASED RECYCLING SYSTEM	2019-09-10	Issued
RTS Recyclebank, LLC	US	Utility Pat.	8,602,298	RECYCLING SYSTEM AND METHOD THEREOF	2013-12-10	Issued
RTS Recyclebank, LLC	US	Utility Pat.	10,445,756	SYSTEM AND METHOD FOR MANAGING AN INCENTIVE-BASED RECYCLING PROGRAM	2019-10-15	Issued
RTS Recyclebank, LLC	US	Utility Pat.	10,354,474	INCENTIVE-BASED WASTE REDUCTION SYSTEM AND METHOD THEREOF	2019-07-16	Issued



Entity	Country	Type	Serial No.	Title	Issue / Filing Date	Status
RTS Recyclebank, LLC	US	Utility Pat.	8,799,064	SYSTEM FOR CROSS-INTEGRATION OF CONSUMER LOYALTY PROGRAMS AND METHODS THEREOF	2014-08-05	Issued
RTS Recyclebank, LLC	US	Design Pat.	D629,992	RECYCLING STATION	2010-12-28	Issued
Recycle Track Systems, Inc.	US	Utility Pat. App.	15/867,948	INDOOR FOOD WASTE FERMENTATION AND RECYCLING PROCESS	2018-01-11	Pending
Recycle Track Systems, Inc.	US	Prov. Pat. App.	63/210,252	CONFIGURABLE FLOATING MICROBIAL FUEL CELL SYSTEM	2021-06-14	Pending
Recycle Track Systems, Inc.	Int.	Pat. App.	PCT/US20/38423	INDOOR FOOD WASTE FERMENTATION AND RECYCLING PROCESS	2020-06-18	Pending
RecycleSmart Solutions Inc.	US	Pat. App.	App. No. 63/083,153	SYSTEMS AND METHODS FOR WASTE MANAGEMENT	2020-09-25	Provisional app. expired
RecycleSmart Solutions Inc.	US	Utility Pat. App.	17/485,945	SYSTEMS AND METHODS FOR WASTE MANAGEMENT	2021-09-27	Pending
RecycleSmart Solutions Inc.	Int.	PCT Pat. App.	PCT/CA2021/051339	SYSTEMS AND METHODS FOR WASTE MANAGEMENT	2021-09-27	Pending
RecycleSmart Solutions Inc.	US	Pat. App.	63/083,152	WASTE MANAGEMENT DEVICE	2020-09-25	Provisional app. expired
RecycleSmart Solutions Inc.	US	Pat. App.	17,485,936	WASTE MANAGEMENT DEVICE	2021-09-27	Pending
RecycleSmart Solutions Inc.	Int.	PCT Pat. App.	PCT/CA2021/051338	WASTE MANAGEMENT DEVICE	2021-09-27	Pending

**EXHIBIT C****TRADEMARKS**

<b>Entity</b>	<b>Country</b>	<b>Serial No.</b>	<b>Title</b>	<b>Registration / Filing Date</b>	<b>Status</b>
Recycle Track Systems, Inc.	US	5759601	A Better Waste Company	2019-05-21	Registered
Recycle Track Systems, Inc.	US	5759602	A Better Waste Company	2019-05-21	Registered
Recycle Track Systems, Inc.	US	5759603	A Better Waste Company	2019-05-21	Registered
Recycle Track Systems, Inc.	US	90272010	LIVE NULLA	2020-10-22	Filed
Recycle Track Systems, Inc.	US	90272049	LIVE NULLA	2020-10-22	Filed
Recycle Track Systems, Inc.	US	90272078	LIVE NULLA	2020-10-22	Filed
Recycle Track Systems, Inc.	US	4950449	RECYCLE TRACK SYSTEMS	2016-05-03	Registered
Recycle Track Systems, Inc.	US	5182423	RECYCLE TRACK SYSTEMS	2017-04-11	Registered
Recycle Track Systems, Inc.	US	5182442	RECYCLE TRACK SYSTEMS	2017-04-11	Registered
Recycle Track Systems, Inc.	US	5182425	RECYCLE TRACK SYSTEMS	2017-04-11	Registered
Recycle Track Systems, Inc.	US	5570452	RECYCLE TRACK SYSTEMS	2018-09-25	Registered
Recycle Track Systems, Inc.	US	5079250	RTS	2016-11-08	Registered
Recycle Track Systems, Inc.	US	5079296	RTS	2016-11-08	Registered
Recycle Track Systems, Inc.	US	5079253	RTS	2016-11-08	Registered
Recycle Track Systems, Inc.	US	4888300	RTS	2016-11-08	Registered

Entity	Country	Serial No.	Title	Registration / Filing Date	Status
Recycle Track Systems, Inc.	US	6131761	VELES	2020-08-18	Registered
Recycle Track Systems, Inc.	CA	2015790	VELES	2020-02-07	Filed
RTS Recyclebank, LLC	US	3335977	RECYCLEBANK	2007-11-13	Registered
RTS Recyclebank, LLC	US	5142818	RECYCLEBANK	2017-02-14	Registered
RTS Recyclebank, LLC	CA	TMA798628	RECYCLEBANK	2011-05-26	Registered
RTS Recyclebank, LLC	CA	TMA798629	RECYCLEBANK	2011-05-26	Registered
RTS Recyclebank, LLC	EU	6930441	RECYCLEBANK	2010-12-20	Registered
RTS Recyclebank, LLC	US	5770341	PHILACYCLE	2019-06-04	Registered
RTS Recyclebank, LLC	US	6050977	PHILACYCLE	2020-05-12	Registered
RTS Recyclebank, LLC	US	4742155	ONE TWINE A RECYCLEBANK MARKETPLACE	2015-05-26	Registered
RTS Recyclebank, LLC	US	4652858	ONE TWINE	2014-12-09	Registered
RTS Recyclebank, LLC	CA	TMA778677	GREENOPOLIS	2010-10-01	Registered
RTS Recyclebank, LLC	CA	TMA781278	GREENOPOLIS	2010-11-01	Registered
RTS Recyclebank, LLC	CA	TMA778372	POINTS IN THE RIGHT DIRECTION	2010-09-29	Registered
RTS Recyclebank, LLC	CA	TMA798620	ECO STRONG	2011-05-26	Registered
RTS Recyclebank, LLC	EU	6931695	RECYCLEREWARDS	2009-02-17	Registered
RecycleSmart Solutions Inc.	CA	App. No. 2161804	WASTE WIZARDS	2022-01-24	Filed

Entity	Country	Serial No.	Title	Registration / Filing Date	Status
RecycleSmart Solutions Inc.	CA	App. No. 2061836	PELLO	2020-11-04	Filed
RecycleSmart Solutions Inc.	US	App. No. 90452996	PELLO	2021-01-7	Filed

RecycleSmart Solutions Inc. is the owner of the following unregistered trademarks:

**RECYCLE  
SMART**



**RECYCLE ~ SMART**



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**EXHIBIT D**

**MASK WORKS**

**None.**

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