

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Jolanta Hardej		06/12/2012	INDIVIDUAL: UNITED STATES
	City Micro Farms, LLC		06/12/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA				
Name:	farmedHere, LLC			
Street Address:	PO Box 578520			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60657			
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	85211682	HERE	
CORRESPONDENCE DATA				
Fax Number:	8153018408			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-458-6313			
Email:	Dan@PatentsandLicensing.com			
Correspondent Name:	Daniel W Juffernbruch			
Address Line 1:	Patents and Licensing LLC			
Address Line 2:	28 Barrington Bourne			
Address Line 4:	Barrington, ILLINOIS 60010-9605			
ATTORNEY DOCKET NUMBER:	PL084-0002 HERE			
NAME OF SUBMITTER:	Daniel W Juffernbruch			

OP \$40.00 85211682

Signature:	/Daniel W Juffernbruch/
Date:	06/12/2012
Total Attachments: 4 source=PL084-0002_Assignment_Document_signed_2#page1.tif source=PL084-0002_Assignment_Document_signed_2#page2.tif source=PL084-0002_Assignment_Document_signed_2#page3.tif source=PL084-0002_Assignment_Document_signed_2#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment ("Assignment") is made effective as of May 8, 2012 from both City Micro Farms, LLC, an Illinois Corporation, having a principal place of business at 329 W. 18th St. Suite 501, Chicago, IL 60610 and Jolanta Hardej an individual at 1431 W. Wrightwood Ave., Chicago, IL 60614 (hereinafter "ASSIGNOR"), to FarmedHere, LLC, an Illinois company, having a principal place of business in Chicago, IL at PO Box 578520, Chicago, IL 60657 and a registered agent of Eryk Nowicki at 250 Parkway Drive Suite 150, Lincolnshire, IL 60069 (hereinafter "ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of trademarks including registrations and applications therefor and any Common law marks ("the Marks") and other intellectual property including domain names, inventions and works of authorship, including without limitation, inventions, works of authorship, business and trade secrets, patents, patent applications, copyrights, works for hire and other intellectual property rights including but not limited to that described in Exhibit A ("the Property"), together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used, are intended to be used or will eventually be used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S worldwide right, title, and interest of whatever kind in and to the Marks and the Property, together with: (1) the goodwill of the business relating to the Products throughout the world in respect upon which the Marks are used, are intended to be used or will eventually be used and as the case may be for which they are registered or sought to be registered now or in the future; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks and the Property; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks and the Property.

ASSIGNOR covenants that it will execute, at the expense of the ASSIGNEE, all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

ASSIGNOR further covenants and agrees with said ASSIGNEE, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us and that there is no litigation or any other disputes arising from or relating to the Marks and the Property, that

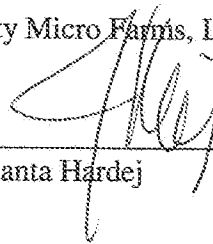
ASSIGNOR, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any third party and government necessary to execute and perform this Assignment, which are not against any enforceable and effective laws or contracts, and the ASSIGNOR covenants and agrees that the Assignor will not engage in any action that will be detrimental to the validity of the Marks and the Property after the completion of the Assignment.

ASSIGNEE covenants and agrees with said ASSIGNOR, that there is no litigation or any other disputes arising from or relating to the Marks and the Property, and that ASSIGNEE, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any third party and government necessary to execute and perform this Assignment, which are not against any enforceable and effective laws or contracts.

Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Assignment invalid or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

City Micro Farms, LLC

  
\_\_\_\_\_  
Jolanta Hardej

an individual

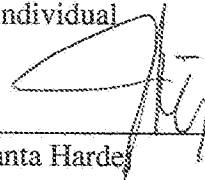
  
\_\_\_\_\_  
Jolanta Hardej

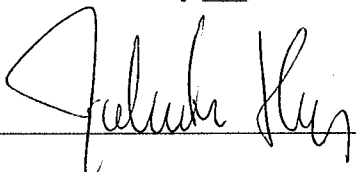
EXHIBIT A  
TRADEMARKS

MARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
HERE	85/211,682 (USA)	1/06/2011	N/A	N/A

## INTELLECTUAL PROPERTY ASSIGNMENT

In connection with the transactions contemplated by that certain Membership Interest Purchase Agreement pursuant to which certain investors are purchasing Series A Units of farmedhere, LLC (the "Company"), which transaction will provide substantial benefit to me as a founder and direct or indirect equity holder of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I do hereby irrevocably assign, transfer and convey to the Company, all my right, title and interest in and to any and all Proprietary Information, Inventions, Materials and Proprietary Rights (each, as defined below) that I possess or own as of the date hereof related to the Company and/or its business. For purposes hereof: (a) "Proprietary Information" means any and all confidential and/or proprietary knowledge, data or information related to the Company and/or its business, including, without limitation, includes information, both written and oral, relating to Inventions, trade secrets and other proprietary information, technical data, products, services, finances, business plans, marketing plans, legal affairs, suppliers, clients, prospects, opportunities, contracts or assets of the Company; (b) "Invention" means any product, device, technique, know-how, computer program, algorithm, method, process, procedure, improvement, discovery or invention, whether or not patentable or copyrightable and whether or not reduced to practice; (c) "Material" means any product, prototype, model, document, drive, tape, picture, design, recording, writing or other tangible item which contains or manifests, whether in printed, handwritten, coded, magnetic or other form, any Proprietary Information, Invention or Proprietary Right; and (d) "Proprietary Rights" means any patent, copyright, trade secret, trademark, trade name, service mark, maskwork or other protected intellectual property right in any Proprietary Information, Invention or Material. In furtherance of the foregoing, I agree to reasonably assist the Company and to reasonably cooperate with the Company, including, without limitation, executing such further assignment documents as may be necessary or appropriate in connection with the foregoing, to from time to time assist the Company to obtain and enforce the Proprietary Rights related to the foregoing, all at the sole cost and expense of, the Company.

Dated: As of May 8, 2012:



Name: Jolanta Hardej