

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
	Green Rain, Inc.		09/27/2011
			Entity Type
			CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	420 Shelwell		
Street Address:	420 Harley Knox		
City:	Perris		
State/Country:	CALIFORNIA		
Postal Code:	92571		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85070178	QUANTUM HORTICULTURE
CORRESPONDENCE DATA			
Fax Number:	6266280404		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	626-405-1413		
Email:	docketing@cotmanip.com		
Correspondent Name:	Daniel C. Cotman		
Address Line 1:	117 E. Colorado Blvd., Suite 460		
Address Line 4:	Pasadena, CALIFORNIA 91105		
ATTORNEY DOCKET NUMBER:	1238-T001US1 ASSIGN 2		
NAME OF SUBMITTER:	Elaine Cruz		
Signature:	/elainecruz/		
Date:	12/12/2012		
Total Attachments: 3 source=QH Assignment 2 Green Rain to Shelwell#page1.tif source=QH Assignment 2 Green Rain to Shelwell#page2.tif source=QH Assignment 2 Green Rain to Shelwell#page3.tif			

OP \$40.00 85070178

**ASSIGNMENT OF QUANTUM HORTICULTURE TRADEMARK
BY GREEN RAIN INC.**

THIS ASSIGNMENT is effective September 27, 2011 (hereinafter the "Effective Date"), and is made and entered into by and with Green Rain Inc. ("Assignor"), a Nevada corporation, located at 375 N. Stephanie Street, Suite 1411, Henderson, Nevada 89014-8909, and 420 Shelwell, LLC, a California limited liability company, located at 420 Harley Knox, Perris, California 92571;

WHEREAS, Assignor is the owner of the trademark applications and registration for the mark referred to as QUANTUM HORTICULTURE & Design ("QUANTUM HORTICULTURE") and further referenced in Schedule A attached hereto;

WHEREAS, Assignor represents and warrants that as of the Effective Date Assignor held a good and marketable title to the QUANTUM HORTICULTURE trademark free and clear of all liens, pledges, charges and encumbrances and that the ownership interest in the mark was transferable pursuant to 15 U.S.C. §1060;

WHEREAS, as of the Effective Date, Assignor is desirous of transferring the entire right, title, and interest in and to the QUANTUM HORTICULTURE trademark to Assignee and Assignee is desirous of acquiring the entire right, title, and interest in and to the QUANTUM HORTICULTURE trademark from Assignor;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, as of the Effective Date, Assignee irrevocably sells, transfers and assigns to Assignee any and all right, title and interest in and to the QUANTUM HORTICULTURE trademark, including all applications and registrations listed on Schedule A attached hereto, together with the goodwill of the business associated therewith, for the full use and enjoyment of Assignee, including the right to sue for past infringement of the trademark and collect damages therefore, and all original, divisional, continuation, substitute, renewal, reissue, and all other trademark applications for the QUANTUM HORTICULTURE trademark which have been or shall be filed in the United States and all foreign countries and in and to all rights of priority resulting from the filing of the said trademark applications;

WHEREAS, as of the Effective Date, Assignor does hereby authorize and request the respective Directors of the U.S. Patent and Trademark Office (USPTO), Canadian Intellectual Property Office (CIPO), and Office for Harmonization In The Internal Mark (OHIM) to issue said QUANTUM HORTICULTURE mark to said Assignee, of the entire right, title and interest in and to the same, for its sole use and exclusive benefit; and for the use and exclusive benefit of its legal representatives, to the full end of the term for which said trademark may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

Executed this 27th day of September, 2011, at _____.



Signature "Assignor" Green Rain Inc.
By: Sheldon Aberman, President

and



Signature "Assignee" 420 Shelwell, LLC
By: Sheldon Aberman, Member

TRADEMARK

REEL: 004917 FRAME: 0925

SCHEDULE A

Mark	Country	Application No./Reg. No.	Filing Date/ Reg. Date
QUANTUM HORTICULTURE & Design	Canada	Appl. No. 1 512 050	01/20/2011
QUANTUM HORTICULTURE & Design	Europe (CTM)	Reg. No. 009678021	01/21/2011/ 06/28/2011
QUANTUM HORTICULTURE & Design	U.S.	Appl. No. 85070178	06/23/2010

TRADEMARK