

02/15/2013

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103655392  
ET  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12-26-12

1. Name of conveying party(ies):

Laminations, Inc.

- Individual(s)
- Partnership
- Corporation- State: Pennsylvania
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 30, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: EarthBox, Inc.

Street Address: 1350 Von Storch Avenue

City: Scranton

State: PA

Country: USA Zip: 19505

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Commonwealth of Pennsylvania
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached Schedule B

See attached Schedule B

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Lutz, Esq.

Internal Address: McCausland Keen & Buckman

Street Address: Radnor Court, Suite 160

City: Radnor

State: PA Zip: 19087

Phone Number: (610) 341-1025

Docket Number: \_\_\_\_\_

Email Address: mlutz@mkbattorneys.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Michael Lutz  
Signature

12/26/2012  
Date

Michael Lutz, Esquire

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4


Documents to be recorded (if a separate sheet should be faxed to (571) 273-0146)

01/03/2013	00000030	0	8521	\$40.00	12/26/2012	CK
01/03/2013	00000031	0	8522	\$175.00	12/26/2012	CK

## SCHEDULE B

## EARTHBOX

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	APPLN./REGISTRATION NO.
EARTH BOX	1,906,561 (RN)
CHANGING THE NATURE OF GARDENING	3,423,470 (RN)
HOME GROWN VEGETABLES WITHOUT A GARDEN	3,640,060 (RN)
GREAT RESULTS NO MATTER WHAT COLOR YOUR THUMB IS	3,477,218 (RN)
	3,364,396 (RN)
THE BEST THING FOR YOUR GARDEN SINCE DIRT	77/212,382 (SN)
MAKING FOOD HAPPEN WHERE IT COULDN'T BEFORE	77/212,408 (SN)
EARTHBOX	4,145,365 (RN)

**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS ASSIGNMENT** (this "Assignment") is made as of this 30~~4~~ day of November, 2012, by Laminations, Inc., a Pennsylvania corporation ("Assignor"), for the benefit of EarthBox, Inc., a Pennsylvania corporation ("Assignee").

**WHEREAS**, Assignor is the developer, owner and/or assignee of all right, title and interest in those certain patents, trademarks, copyrights and trade secrets related to Assignor's container gardening system business and, in particular, the properties listed on Schedules A, B, C and D attached hereto (the "Intellectual Property");

**WHEREAS**, Assignor is the sole shareholders of Assignee;

**WHEREAS**, the parties hereto executed a CONTRIBUTION AGREEMENT dated November 30, 2012, in which certain assets of Assignor are assigned, transferred and delivered to Assignee as listed and identified in said CONTRIBUTION AGREEMENT;

**WHEREAS**, the purpose of this INTELLECTUAL PROPERTY ASSIGNMENT is to confirm the intent of the Assignor and Assignee set down in the CONTRIBUTION AGREEMENT and to produce a document suitable for recording with the U.S. Patent and Trademark Office;

**WHEREAS**, Assignor desires to assign the Intellectual Property to Assignee as a contribution to the capital of Assignee; and

**WHEREAS**, Assignor and Assignee desire to confirm such transfer pursuant to this Assignment.

**NOW, THEREFORE**, intending to be legally bound hereby and for other good and valuable consideration, the receipt of which is acknowledged by Assignee, Assignor hereby irrevocably assigns and transfers to Assignee all right, title and interest in and to the Intellectual Property in the United States of America, its territories and possessions, and for all countries foreign to the U.S., together with the right to sue for past infringement if there may be any, under all relevant laws including foreign and domestic patent, trademark, copyright and trade secret law, in perpetuity or for the longest period otherwise permitted by law.

With respect to the trademarks listed on Schedules B and C, Assignor assigns, conveys and transfers unto Assignee all of the rights, title and interest in and to said trademarks together with all of the goodwill of the Assignor's business associated with and symbolized by such trademarks relating to its container gardening system business.

Assignor acknowledges that Assignee shall be entitled to obtain and hold in its own name all patents and trade secrets with respect to the Intellectual Property. Assignor agrees to assist Assignee in acquiring and maintaining patent, trademark, copyright and trade secret protection upon, and confirming Assignee's title to, the Intellectual Property, at the sole request and

expense of Assignee. The assistance of Assignor will include signing all applications for patents and other papers, cooperating in legal proceedings, and taking any other steps that may be necessary or considered desirable by Assignee to perfect title to said Intellectual Property. No reasonable request for assistance to perfect title by Assignee may be refused by Assignor.

Assignor hereby consents that a copy of this INTELLECTUAL PROPERTY ASSIGNMENT shall be deemed a full, legal and formal equivalent of any assignment, consent to file or like document, which may be required in any country for any purpose, and more particularly, in proof of the right of the Assignee, its successors, assigns, nominees, or legal representatives, to apply for patent, trademark or other proper protection for said inventions, and to claim the benefit of the right of priority provided by all applicable international conventions.

Assignor acknowledges that the Intellectual Property is deemed by the parties hereto to be proprietary and confidential information of Assignee, the unauthorized disclosure of which would adversely affect its value to Assignee and Assignee's business. Unless otherwise consented to by Assignee, Assignor shall not disclose to a third party, disseminate, publish or reproduce the Intellectual Property, except in Assignor's role as a manager or member of Assignee. The obligations of confidentiality set forth in this paragraph shall not apply to any of the Intellectual Property that is or becomes part of the public domain.

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

Assignor and Assignee agree to treat this Assignment as a contribution to the capital of Assignee by Assignor, as the sole member of Assignee.


IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first above written.

LAMINATIONS, INC.

By: 

Michael T. Lynch, Jr., President

**SCHEDULE B****EARTHBOX****U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

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