

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

11/25/2013
 900272880

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Growilla Goods		11/22/2013	SOLE PROPRIETORSHIP:
RECEIVING PARTY DATA			
Name:	American Agritech, LLC		
Street Address:	6858 W. Chicago St		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES Arizona		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86097601	GROWILLA GOODS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	k.corley@botanicare.com		
Correspondent Name:	American Agritech LLC		
Address Line 1:	6858 W. Chicago St		
Address Line 4:	Chandler, ARIZONA 85226		
NAME OF SUBMITTER:	Kayla Sharp		
Signature:	/KAYLA SHARP/		
Date:	11/25/2013		
Total Attachments: 2 source=2013.11.22 - Growilla Goods Trademark Assignment Agreement#page2.tif source=2013.11.22 - Growilla Goods Trademark Assignment Agreement#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), effective as of 11/22/13, 2013, is by and between American Agritech, LLC d/b/a Botanicare, an Arizona Limited Liability Company with offices at 6858 W. Chicago St., Suite 3, Chandler, AZ 85226 ("Assignee") and Growilla Goods, LLC, a California Limited Liability Company, with offices at 321 S. Main St., Sebastopol, CA, 95472 ("Assignor") (collectively referred to as the "Parties").

The Parties agree that: for good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the trademark rights in "Growilla Goods" ("Trademark Rights"), including the U.S. trademark application No. 86,097,601, filed October 22, 2013 by Assignor, together with the goodwill associated therewith, and all other rights that may be based thereon, including all foreign and domestic rights, and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Trademark Rights may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Trademark Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Each Party hereby represents and warrants that it has the full power and authority to enter into this Agreement. Assignor further represents and warrants that there are no outstanding licenses or unrecorded rights in third parties to use the Trademark Rights.

Assignor agrees to execute and deliver all papers and take such other action, as may be necessary or desirable, to aid Assignee, its successors and assigns, to obtain and perfect title in the Trademark Rights and enforce proper protection under the Trademark Rights in all countries.

Assignor hereby authorizes and requests the Commissioner for Trademarks, or other proper governmental authority, to issue to Assignee, its successors and assigns, all current or future registrations from Trademark Rights.

The Parties agree that: if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement shall be effective only in writing and shall not operate or be construed as a waiver of any other provisions or a subsequent breach; the provisions of this Agreement shall remain in effect and bind the heirs, successors, assignees, and legal representatives of the Parties; this Agreement may be amended or modified only with written consent; the terms of this Agreement are reasonable; and each Party has the right to have this Agreement reviewed by anyone of the Party's choosing, including an attorney.

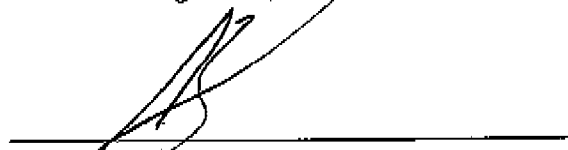
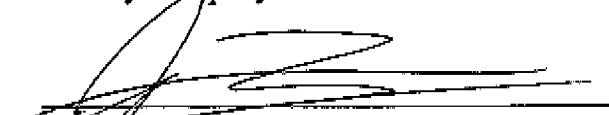
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

Growilla Goods, LLC, a California limited liability Company

American Agritech, LLC d/b/a Botanicare



By Josh Freeman
Its Manager

By Adam Sharp
Its CEO