

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM300270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hermann Engelmann Greenhouses, Inc.		03/31/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Costa Farms, LLC		
Street Address:	21800 SW 162nd Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33170		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2020499	EXOTIC ANGEL	
Registration Number:	2020498		
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>			
Phone:	(212) 813-1600		
Email:	cboehm@springutlaw.com		
Correspondent Name:	Caroline G. Boehm		
Address Line 1:	75 Rockefeller		
Address Line 2:	19 FI		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Caroline G. Boehm		
SIGNATURE:	/CGB/		
DATE SIGNED:	04/03/2014		
Total Attachments: 3			
source=EXOTIC ANGELS Assignment of Trademarks#page1.tif			
source=EXOTIC ANGELS Assignment of Trademarks#page2.tif			
source=EXOTIC ANGELS Assignment of Trademarks#page3.tif			

OP \$65.00 2020499

ASSIGNMENT OF TRADEMARKS, DOMAIN NAME AND OTHER INTELLECTUAL PROPERTY RIGHTS

This Assignment is made by and among

Hermann Engelmann Greenhouses, Inc., a corporation organized and existing under the laws of the State of Florida, and having its address at 2009 Marden Road, Apopka FL 32703 (referred to herein as the "Assignor")

and

Costa Farms, LLC, a Limited Liability Company organized and existing under the laws of the State of Florida, having a principal place of business at 21800 SW 162nd Avenue, Miami, FL 33170 (referred to herein as the "Assignee").

RECITATIONS

1. This Assignment concerns trademarks, domain names and all other intellectual property rights owned and held by Assignor. These rights are listed on Exhibit A to this Assignment.

2. Assignor wishes to transfer to Assignee all right, title and interest it has in and to any of the rights and property listed in Exhibit A (hereinafter collectively referred to as the "Intellectual Property Rights"), and the Assignee agrees to purchase said Intellectual Property Rights.

NOW THEREFORE, for good and valuable consideration, the receipt of which is duly acknowledged, it is hereby agreed as follows:

1. Assignor hereby assigns to the Assignee all of its right, title and interest in the Intellectual Property Rights, and the goodwill of the business associated with such rights, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment had not been made.

2. Assignor hereby authorizes the Patent and Trademark Office, the Copyright Office, any domain name register and any other private or public register of any of the Intellectual Property Rights to record the assignment of such rights to Assignee on their respective registers.

3. Assignor hereby assigns, transfers and conveys to the Assignee all rights to institute or maintain legal proceedings, or to secure legal and/or administrative relief, as well as to collect damages including any form of compensation or other monetary award, in respect of any claims for infringement

of, or other unauthorized use in relation to the Intellectual Property Rights which may have arisen or accrued prior to the effective date of this Assignment;

4. Assignor undertakes, without additional consideration, to execute and/or to procure, at Assignee's expense, the execution and delivery of all assignment deeds, transfer documents, acquittances, acknowledgements, powers of attorney, as well as any other documents deemed necessary or appropriate by the Assignee to enable due recordation of this Assignment to be effected and completed in favor of the Assignee in all jurisdictions to which this Assignment relates;

5. Assignor appoints and constitutes the Assignee as its attorney-in-fact, with full power of substitution, for and on behalf of such Assignor in relation to any purpose or action necessary or appropriate to record and/or confirm the Assignment herein;

6. The Parties hereto agree that the effective date of this Assignment is March 31, 2014

HERMANN ENGELMANN GREENHOUSES, INC.,

Dated: 3/31/14

By: Robert C. Romagnoli - CEO
Name: ROBERT C. ROMAGNOLI
Title: CEO

COSTA FARMS, LLC


Dated: 3/31/14

By: [Signature]
Name: JOSE A. COSTA, III
Title: Manager

EXHIBIT A

The assigned Intellectual Property Rights include:

1. Trademarks:

Trademark	U.S. Registration No.	Goods/Services
EXOTIC ANGEL (word mark)	2,020,499	potted live plants
 (design mark)	2,020,498	potted live plants
Hermann Engelmann Greenhouses		live flowers and living plants

2. Domain Names:

www.exoticangel.com

3. Other

Any and all intellectual property rights, including (a) any and all patents, copyrights, trademarks, trade secrets, or domain names owned by Assignor; (b) any and all applications and registrations for any of the above, and (c) any inventions, creations, works which may qualify for any of the above rights.