

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EarthBox, Inc.		07/01/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Novelty Manufacturing Co.		
Street Address:	1330 Loop Road		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17601		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1906561	EARTH BOX	
Registration Number:	3423470	CHANGING THE NATURE OF GARDENING	
Registration Number:	3640060	HOME GROWN VEGETABLES WITHOUT A GARDEN	
Registration Number:	3477218	GREAT RESULTS NO MATTER WHAT COLOR YOUR	
Registration Number:	3364396	EARTH BOX	
Registration Number:	4145365	EARTHBOX	
CORRESPONDENCE DATA			
Fax Number:	6104857660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	610-485-9400		
Email:	judy@patentcounsel.net		
Correspondent Name:	Mark A. Garzia, Esquire		
Address Line 1:	2058 Chichester Avenue		
Address Line 4:	Boothwyn, PENNSYLVANIA 19061		
ATTORNEY DOCKET NUMBER:	NMC-M1		
NAME OF SUBMITTER:	Mark A. Garzia		
SIGNATURE:	/Mark A. Garzia/		
DATE SIGNED:	10/14/2014		
Total Attachments: 4			

OP \$165.00 1906561

TRADEMARK

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is made as of this 1st day of July, 2014, by EarthBox, Inc., a Pennsylvania corporation, having a principal place of business at 1350 Von Storch Avenue, Scranton, PA 18509 ("Assignor"), for the benefit of Novelty Manufacturing Co., a Pennsylvania corporation, having a principal place of business at 1330 Loop Road, Lancaster, PA 17601 ("Assignee").

WHEREAS, Assignor is the developer, owner and/or assignee of all right, title and interest in those certain patents, trademarks, copyrights, designs, 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, the parties hereto executed an ASSET PURCHASE AGREEMENT dated July 1, 2014, in which certain assets of Assignor are assigned, sold, conveyed, transferred and delivered to Assignee as listed and identified in said ASSET PURCHASE AGREEMENT;

WHEREAS, the purpose of this INTELLECTUAL PROPERTY ASSIGNMENT is to confirm the intent of the Assignor and Assignee set down in the ASSET PURCHASE AGREEMENT and to produce a document suitable for recording with the U.S. Patent and Trademark Office and the intellectual property offices of countries foreign to the United States of America;

NOW, THEREFORE, intending to be legally bound hereby and for other good and valuable consideration (specifically, the consideration identified in the aforementioned ASSET PURCHASE AGREEMENT), the receipt of which is acknowledged, Assignor hereby irrevocably assigns, sells, conveys, transfers and delivers 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, design, 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, sells, 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, trademarks, copyrights, designs, and trade secrets with respect to the Intellectual Property, Assignor agrees to assist Assignee in acquiring and maintaining patent, trademark, copyright, design, 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. The expenses to be borne by Assignee include travel, lodging, reasonable hourly expenses

of former experts or employees of Assignor and the like. 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, copyright, design or other proper protection for said inventions and intellectual property, 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, disseminate, publish or reproduce the Intellectual Property to a third party. 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.

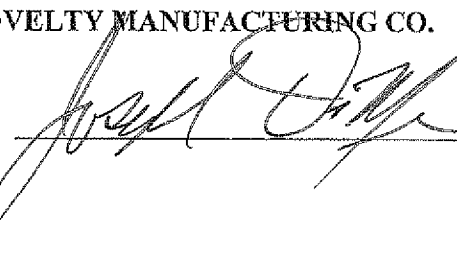
This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

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

EARTHBOX, INC.

By: 
Michael T. Lynch, Jr., CEO



NOVELTY MANUFACTURING CO.

By: 

SCHEDULE B

EARTHBOX

**U.S. TRADEMARKS, TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

MARK	APPLN./REGISTRATION NO.
EARTH BOX	74/290,465 (SN) 1,906,561 (RN)
CHANGING THE NATURE OF GARDENING	77/024,166 (SN) 3,423,470 (RN)
HOME GROWN VEGETABLES WITHOUT A GARDEN	77/024,180 (SN) 3,640,060 (RN)
GREAT RESULTS NO MATTER WHAT COLOR YOUR THUMB IS	77/024,199 (SN) 3,477,218 (RN)
	77/053,687 (SN) 3,364,396 (RN)
THE BEST THING FOR YOUR GARDEN SINCE DIRT	77/212,382 (SN) ABANDONED
MAKING FOOD HAPPEN WHERE IT COULDN'T BEFORE	77/212,408 (SN) ABANDONED
EARTHBOX	85/300,060 (SN) 4,145,365 (RN)
	Possible Common Law Rights
COLOR SPLASH	Possible Common Law Rights