

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bio-Organic Solutions, Inc.		03/30/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Hawthorne Hydroponics LLC
Street Address:	800 Port Washington Blvd.
Internal Address:	c/o Hawthorne Gardening Company
City:	Port Washington
State/Country:	NEW YORK
Postal Code:	11050
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4175108	COCONOT
Registration Number:	4175440	VERMIBLEND
Registration Number:	4308972	VERMIBRIX
Registration Number:	3408907	VERMICROP ORGANICS
Registration Number:	4309018	VERMIFEAST
Registration Number:	4309008	VERMIFIRE
Registration Number:	4309036	VERMILIFE
Registration Number:	4175204	VERMISOIL
Registration Number:	4175212	VERMI T
Registration Number:	4717634	VERMITRUST
Registration Number:	4352920	VERMIWORM
Serial Number:	86522671	VERMIALFALFA
Serial Number:	86523063	VERMIALL
Serial Number:	86523271	VERMIBAT
Serial Number:	86523429	VERMIBIRD
Serial Number:	86524603	VERMIBLOOD
Serial Number:	86524656	VERMIBLOOM

CH \$540.00 4175108

Property Type	Number	Word Mark
Serial Number:	86524700	VERMIFISH
Serial Number:	86524726	VERMIKELP
Serial Number:	86158336	VERMIPRO
Serial Number:	86524749	VERMIVEG

CORRESPONDENCE DATA

Fax Number: 9376447568

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.

Phone: 9375781347

Email: trademarks@scotts.com

Correspondent Name: Karen K. Hammond

Address Line 1: 14111 Scottslawn Road

Address Line 4: Marysville, OHIO 43041

ATTORNEY DOCKET NUMBER:	BIO-HHLLC
NAME OF SUBMITTER:	Karen K. Hammond
SIGNATURE:	/karen k hammond/
DATE SIGNED:	05/18/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of March 30, 2015 ("Assignment Effective Date"), is made by and between Bio-Organic Solutions, Inc., a California corporation having offices at 5050 Arboga Road, Olivehurst, California 74135 ("Assignor"), and Hawthorne Hydroponics LLC (f/k/a Victory Acquisition LLC), a Delaware limited liability company having offices at c/o Hawthorne Gardening Company, 800 Port Washington Blvd., Port Washington, New York 11050 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Acquired Intellectual Property (defined below); and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Acquired Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein and defined in the Asset Acquisition Agreement (as defined below) shall have the meanings ascribed to them in the Asset Acquisition Agreement. The following terms shall have the following meanings.

"Acquired Intellectual Property" shall mean the Intellectual Property within the definition of "Acquired Intellectual Property" in the Asset Acquisition Agreement. The Acquired Intellectual Property includes, but is not limited to, the items listed on Schedule 1 attached hereto.

"Asset Acquisition Agreement" means that certain Asset Acquisition Agreement dated the Assignment Effective Date, by and among Assignor and Assignee and, for the express purposes set forth therein, Ross Haley, Kristina Haley, David Brooke and Ian Brooke, together with the exhibits and schedules thereto.

"Intellectual Property" shall have the meaning set forth in the Asset Acquisition Agreement and includes all intellectual property of any kind, worldwide, including (a) trademarks, service marks, trade names, brand names, corporate names, logos, trade dress, domain names registered by any authorized private registrar or Governmental Authority, web addresses, social media user names, identifiers and accounts, or other source identifiers or indicia of goods or services, whether registered or unregistered, and all registrations and applications for registration of such, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (b) original works of authorship in any medium of expression, whether or not published, including without limitation all product literature, web pages, and related content, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions, restorations, reversions and renewals of such registrations and applications; (c) Confidential Information and Records (as those terms are defined in the Asset Acquisition Agreement); (d) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications, provisional applications, and all issuances, divisions, continuations, continuations-in-part,

reissues, extensions, reexaminations, inter partes review proceedings, post-grant review proceedings, and renewals of such patents and applications; (e) Software (as that term is defined in the Asset Acquisition Agreement); and (f) all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

2. **Assignment.** Effective as of the Assignment Effective Date, Assignor does hereby assign, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Acquired Intellectual Property. The foregoing assignment of Acquired Intellectual Property includes all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and misappropriation and any other rights relating to any of the foregoing.

3. **Authority.** Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment.

4. **Further Assurances and Covenants.**

(a) Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper to secure to Assignee its interest and title in the aforementioned Acquired Intellectual Property.

(b) Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the Acquired Intellectual Property or in the preparation or prosecution of any continuation, continuation-in-part, divisional, substitute, renewal, or reissue applications, or any trademark or copyright applications or registrations, or in any amendments, extensions, interference, reexamination, inter partes review, post grant review, or opposition proceedings, or other applications for patents, trademarks or copyrights of any region or country, or that may be necessary to prosecute, protect, or perfect the aforementioned Acquired Intellectual Property.

(c) Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Acquired Intellectual Property, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take an actions that may be necessary or desirable to perfect the title to any of the Acquired Intellectual Property.

5. **Registrations.** Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office, the Director of the United States Copyright Office, and directors of equivalent foreign intellectual property offices, to issue any and all letters patent, trademark registrations, copyright registrations, or similar rights which may be granted upon said Acquired Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to said Assignee.

6. **Conflict.** This Assignment is subject to all of the terms and conditions of the Asset Acquisition Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Acquisition Agreement.

7. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile or portable document format (.pdf) transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, I hereunto set my hand this 30th day of March, 2015.

Bio-Organic Solutions, Inc. (ASSIGNOR)

By: [Signature]

Name: Ross Haley

Title: Chief Executive Officer

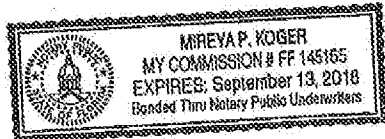
County of MARTIN)
) ss:
State of FLORIDA)

On this 27th day of March, 2015, before me, a Notary Public in and for the County and State aforesaid, personally appeared Ross Haley, personally known to me or who has produced CA Driver's Lic. as identification, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

[Signature]
Notary Public

(SEAL)

My Commission Expires _____



IN TESTIMONY WHEREOF, I hereunto set my hand this 30th day of March, 2015.

Hawthorne Hydroponics LLC (ASSIGNEE)

By: [Signature]

Name: Christopher J. Hagedorn

Title: President

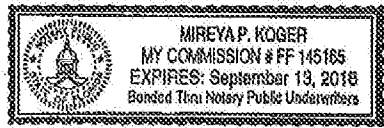
County of MARTIN)
) ss:
State of FLORIDA)

On this 27th day of March, 2015, before me, a Notary Public in and for the County and State aforesaid, personally appeared Christopher J. Hagedorn, personally known to me or who has produced N.Y. Driver's Lic. as identification, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

[Signature]
Notary Public

(SEAL)


My Commission Expires _____



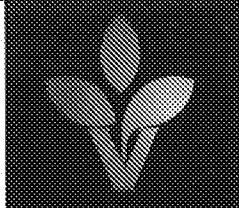
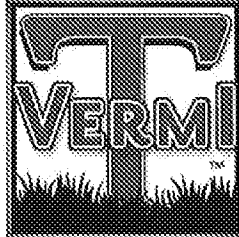
**SCHEDULE 1
ACQUIRED INTELLECTUAL PROPERTY**


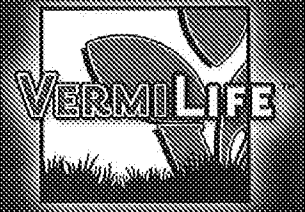

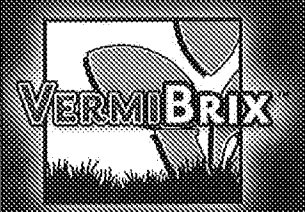

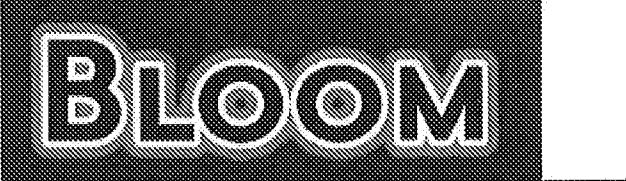
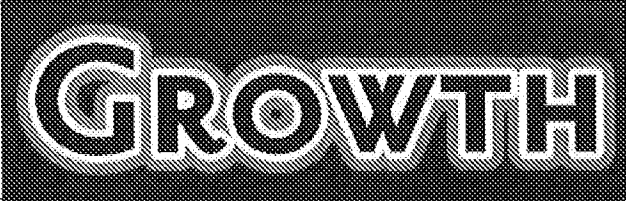
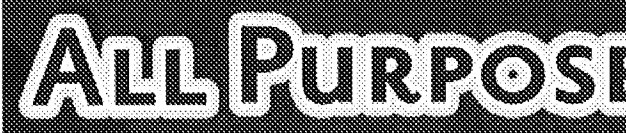
A. Marks

Registered Marks:

Mark	Class	Country	App./Reg. No.	Status	Applicant/Owner Name
COCONOT	1	US	4175108	Registered	Bio-Organic Solutions, Inc.
VERMIALFALFA	1	US	86522671	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIALL	1	US	86523063	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIBAT	1	US	86523271	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIBIRD	1	US	86523429	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIBLEND	1	US	4175440	Registered	Bio-Organic Solutions, Inc.
VERMIBLOOD	1	US	86524603	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIBLOOM	1	US	86524656	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIBRIX	1	US	4308972	Registered	Bio-Organic Solutions, Inc.
VERMICROP ORGANICS	1	US	3408907	Registered	Bio-Organic Solutions, Inc.
					
VERMIFEAST	1	US	4309018	Registered	Bio-Organic Solutions, Inc.
VERMIFIRE	1	US	4309008	Registered	Bio-Organic Solutions, Inc.
VERMIFISH	1	US	86524700	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIKELP	1	US	86524726	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMILIFE	1	US	4309036	Registered	Bio-Organic Solutions, Inc.
VERMIPRO	1	US	86158336	Allowed (1 st Extension Granted)	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMISOIL	1	US	4175204	Registered	Bio-Organic Solutions, Inc.
VERMI T	1	US	4175212	Registered	Bio-Organic Solutions, Inc.
VERMITRUST	36	US	86158404	Allowed (Statement of Use Filed)	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIVEG	1	US	86524749	Pending	Bio-Organic Solutions, Inc. DBA Vermicrop Organics
VERMIWORM	1	US	4352920	Registered	Bio-Organic Solutions, Inc.

Common Law (Unregistered) Trademarks:

Mark	Design
VERMICROP	
VERMICROP ORGANICS (Word Mark)	
VERMIFRIDGE	
VERMILOGIC (Word Mark)	
VERMIGREEN	
PK BOOST	
VERMICROP ORGANICS GROWTH DRY FERTILIZER	
VERMICROP ORGANICS ALL PURPOSE DRY FERTILIZER	
VERMICROP ORGANICS BLOOM DRY FERTILIZER	
VERMI T SOLUTION	
VERMI T 5/10 BIO-EXTRACTOR	
VERMI T BIO-CARTRIDGE	
VERMI T RETAIL KITS	
BFB SYSTEM	
VERMIBRIX POWDERED MOLASSES PLUS	
VERMICROP ORGANICS BULK TEA BREWERS	
VERMILIFE COMPOST TEA FOUNDATION	
BFB SYSTEM BULK COMPOST TEA BREWING SYSTEM (Word Mark)	
BULK COMPOST TEA BREWERS (Word Mark)	
WATERPOWER	
V	
VERMI T	

Mark	Design
BFB SYSTEM BULK COMPOST TEA BREWING SYSTEM	
VERMILIFE	
VERMIFEAST	
VERMIBRIX	
VERMILOGIC	
BLOOM	
GROWTH	
ALL PURPOSE	

B. Copyrights

None.

C. Patents and Invention Disclosures

None.

D. Confidential Information

E. Software

F. Domain Names

- VERMICROP.COM
- bio-organicsolutions.com
- bio-organicsolutions.info
- vermi-tea.com
- vermi-t.com
- vermiblend.com
- vermifire.com
- vermitrust.com