

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Hydroponics, Inc.		03/30/2015	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 69

Property Type	Number	Word Mark
Serial Number:	78567584	ADVANCED NUTRIENT SYSTEM
Serial Number:	75389640	AEROFLO
Serial Number:	78916195	ALICE'S GARDEN
Serial Number:	77334705	ANCIENT FOREST
Serial Number:	86092711	AQUAFARM
Serial Number:	85664084	ARMOR SI
Serial Number:	85191977	BANANABLISS
Serial Number:	77704779	BIOBUD
Serial Number:	77524478	BIOMARINE
Serial Number:	77604532	BIOROOT
Serial Number:	78366007	BIOTHRIVE
Serial Number:	77705141	BIOWEED
Serial Number:	77582147	BLOOMTEK
Serial Number:	85657891	BLUEBERRY DREAM
Serial Number:	78280833	BRINGING NATURE AND TECHNOLOGY TOGETHER
Serial Number:	85452600	BUSH LOAD
Serial Number:	85357510	CALIMAGIC

CH \$1740.00 78567584

Property Type	Number	Word Mark
Serial Number:	77755241	CAMG+
Serial Number:	76288379	CHI
Serial Number:	76009560	COCOTEK
Serial Number:	85633639	DIAMOND BLACK LIQUID HUMIC ACIDS
Serial Number:	85634587	DIAMOND NECTAR PREMIUM GRADE HUMIC ACIDS
Serial Number:	78431234	ECOGROWER
Serial Number:	77908106	ECOPOT
Serial Number:	78185839	EUROGROWER
Serial Number:	78285091	FLORA KLEEN
Serial Number:	77221724	FLORA SERIES
Serial Number:	78291454	FLORA THRIVE
Serial Number:	78691078	FLORABLEND
Serial Number:	75389659	FLORABLOOM
Serial Number:	78089535	FLORACLONE
Serial Number:	85146754	FLORADUO
Serial Number:	75389839	FLORAGRO
Serial Number:	78123765	FLORALICIOUS
Serial Number:	78260827	FLORAMAGIC
Serial Number:	76415742	FLORAMATO
Serial Number:	75389649	FLORAMICRO
Serial Number:	77264074	FLORANECTAR
Serial Number:	78241016	FLORANOVA
Serial Number:	76246056	FLORASHIELD
Serial Number:	85629074	FLORATRIO
Serial Number:	77345165	FRUITNFUSION
Serial Number:	75381887	GENERAL HYDROPONICS
Serial Number:	75381889	GENERAL HYDROPONICS
Serial Number:	78291464	GENERAL ORGANICS
Serial Number:	86258267	GENHYDRO
Serial Number:	77633446	GH
Serial Number:	86269314	GNATICIDE
Serial Number:	85407242	GRAPE EXPECTATIONS
Serial Number:	78266366	GROROX
Serial Number:	78214499	KOOLBLOOM
Serial Number:	77630736	
Serial Number:	77328666	MAXIBLOOM
Serial Number:	75389643	MINERAL MAGIC
Serial Number:	85172832	PINEAPPLERUSH

Property Type	Number	Word Mark
Serial Number:	78266342	POWERGROWER
Serial Number:	75389644	RAINFOREST
Serial Number:	76215358	RAPID ROOTER
Serial Number:	77338670	RAPIDSTART
Serial Number:	76009561	RARE EARTH
Serial Number:	78240994	SNAPTURE
Serial Number:	77274770	SPECTRAFLORA
Serial Number:	78386290	SUBCULTURE
Serial Number:	77038001	SUNFLOWER
Serial Number:	75543758	SUPERNATURAL
Serial Number:	78442886	SUPERNATURAL
Serial Number:	77023867	TERRAFORMA
Serial Number:	77604394	VGANIC
Serial Number:	77618022	WATERFARM

**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

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

**Total Attachments: 16**

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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 General Hydroponics, Inc., a California corporation having offices at 27 West High Point Road, Stuart, Florida 34996 ("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 Purchased Intellectual Property (defined below); and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Purchased 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 Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement. The following terms shall have the following meanings.

"Asset Purchase Agreement" means that certain asset purchase agreement dated February 11, 2015, as amended, by and among Assignor and Assignee and, for the express purposes set forth therein, Lawrence L. Brooke, The Lawrence Brooke Revocable Living Trust, a Florida trust, and The Scotts Miracle-Gro Company, an Ohio corporation, together with the exhibits and schedules thereto.

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

"Intellectual Property" shall have the meaning set forth in the Asset Purchase 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 Purchase 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 Purchase 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 sell, assign, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Purchased Intellectual Property. The foregoing assignment of Purchased 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 Purchased 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 Purchased 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 Purchased Intellectual Property.
- (c) Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Purchased 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 Purchased 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

Purchased 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 Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase 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 30<sup>th</sup> day of March, 2015.

General Hydroponics, Inc. (ASSIGNOR)

By: [Signature]

Name: Lawrence L. Brooke

Title: President

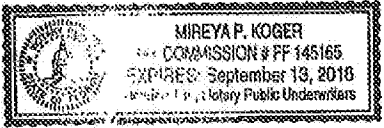
County of MARTIN )  
  ) ss:  
State of FLORIDA )

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

Mireya P. Koger  
Notary Public

(SEAL)

My Commission Expires \_\_\_\_\_



[Signature Page to General Hydroponics Intellectual Property Assignment]



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

Hawthorne Hydroponics LLC (ASSIGNEE)

By: [Signature]

Name: Christopher J. Hagedorn

Title: President

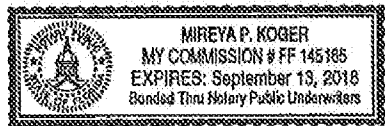
County of MARTIN )  
  ) ss:  
State of FLORIDA )

On this 30<sup>th</sup> 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 \_\_\_\_\_



[Signature Page to General Hydroponics Intellectual Property Assignment]



**SCHEDULE 1  
PURCHASED INTELLECTUAL PROPERTY**

**A. Marks**

Registered Marks:




Mark	Country	Status	Serial No.
Advanced Hydroponic Nutrient System	Canada	Registered	1204345
Advanced Nutrient System	Canada	Registered	1 248 734
Advanced Nutrient System	U.S.	Registered	78/567,584
Aeroflo	Canada	Registered	1113555
Aeroflo	U.S.	Registered	75/389,640
Alice's Garden	Canada	Registered	1,307,342
Alice's Garden	U.S.	Registered	78/916,195
Ancient Forest	U.S.	Registered	77/334,705
AquaFarm	U.S.	Published	86/092,711
Armor SI	U.S.	Registered	85/664,084
BananaBliss	U.S.	Registered	85/191,977
BioBud	U.S.	Registered	77/704,779
BioMarine	Canada	Registered	1,454,181
BioMarine	U.S.	Registered	77/524,478
BioRoot	Canada	Registered	1,437,124
BioRoot	U.S.	Registered	77/604,532

Mark	Country	Status	Serial No.
BioThrive	Canada	Registered	1206539
BioThrive	U.S.	Registered	78/366,007
BioWeed	U.S.	Registered	77/705,141
BloomTek	U.S.	Registered	77/582,147
BlueBerry Dream	U.S.	Registered	85/657,891
Bringing Nature and Technology Together	Canada	Registered	1204343
Bringing Nature and Technology Together	U.S.	Registered	78/280,833
Bush Load	U.S.	Registered	85/452,600
Bush Load	Canada	Allowed	1553090
CaliMagic	U.S.	Registered	85/357,510
CAMG+	Canada	Registered	1461406
CAMG+	U.S.	Registered	77/755,241
CHI	Canada	Registered	1113855
CHI	U.S.	Registered	76/288,379
CocoTek	Canada	Registered	1113853
CocoTek	U.S.	Registered	76/009,560
Diamond Black	Canada	Registered	1113854

Mark	Country	Status	Serial No.
 <b>Diamond Black &amp; Design (revised)</b>	U.S.	Registered	85/633,639
<b>Diamond Nectar</b>	Canada	Registered	1113852
 <b>Diamond Nectar &amp; Design (revised)</b>	U.S.	Registered	85/634,587
<b>EcoGrower</b>	Canada	Registered	1 221 345
<b>EcoGrower</b>	U.S.	Registered	78/431,234
<b>EcoPot</b>	U.S.	Registered	77/908,106
<b>Erva</b>	Canada	Registered	875221
<b>EuroGrower</b>	Canada	Registered	1159534
<b>EuroGrower</b>	U.S.	Registered	78/185,839
<b>Flora Kleen</b>	Canada	Registered	1,190,203

Mark	Country	Status	Serial No.
Flora Kleen	U.S.	Registered	78/285,091
Flora Series	Canada	Registered	1,376,237
Flora Series	U.S.	Registered	77/221,724
Flora Thrive	Canada	Registered	1188986
Flora Thrive	U.S.	Registered	78/291,454
FloraBlend	Canada	Registered	1,270,819
FloraBlend	U.S.	Registered	78/691,078
FloraBloom	Canada	Registered	875,955
FloraBloom	U.S.	Registered	75/389,659
FloraClone	Canada	Registered	1121095
FloraClone	U.S.	Registered	78/089,535
FloraDuo	U.S.	Registered	85/146,754
FloraEssence	Canada	Registered	1176172
FloraGro	Canada	Registered	875,951
FloraGro	U.S.	Registered	75/389,839
Floralicious	Canada	Registered	1139971
Floralicious	U.S.	Registered	78/123,765
FloraMagic	Canada	Registered	1 181 626
FloraMagic	U.S.	Registered	78/260,827
FloraMato	U.S.	Registered	76/415,742
FloraMicro	Canada	Registered	875,952
FloraMicro	U.S.	Registered	75/389,649
FloraNectar	Canada	Registered	1,380,192

Mark	Country	Status	Serial No.
FloraNectar	U.S.	Registered	77/264,074
FloraNova	Canada	Registered	1,176,207
FloraNova	U.S.	Registered	78/241,016
FloraShield	Canada	Registered	1 113 692
FloraShield	U.S.	Registered	76/246,056
FloraTrio	U.S.	Allowed	85/629,074
FruitNFusion	U.S.	Registered	77/345,165
General Hydroponics	Canada	Registered	875950
General Hydroponics	Chile	Response to Refusal filed	1080111
General Hydroponics	U.S.	Registered	75/381,887
General Hydroponics	U.S.	Registered	75/381,889
General Organics	Canada	Registered	1,189,991
General Organics	U.S.	Registered	78/291,464
GenHydro	U.S.	2(d) refusal	86/258,267
GH	Canada	Registered	1,440,586
GH	U.S.	Registered	77/633,446
Gnaticide	US	Published	86/269,314
Grape Expectations	Canada	Registered	1,542,689



Mark	Country	Status	Serial No.
Grape Expectations	U.S.	Registered	85/407,242
Grorox	Canada	Registered	1183710
Grorox	U.S.	Registered	78/266,366
KoolBloom	Canada	Registered	1168364
KoolBloom	U.S.	Registered	78/214,499
 Lotus Design	Canada	Registered	1,440,578
	Chile	Application filed	1,124,537
	U.S.	Registered	77/630,736
MaxiBloom	Canada	Registered	1,395,160
MaxiBloom	U.S.	Registered	77/328,666

Mark	Country	Status	Serial No.
Mineral Magic	Canada	Registered	1 113 851
Mineral Magic	U.S.	Registered	75/389,643
PineappleRush	U.S.	Registered	85/172,832
PowerGrower	Canada	Registered	1186611
PowerGrower	U.S.	Registered	78/266,342
Pyrosol	Canada	Registered	1113857
Rainforest	Canada	Registered	1 113 552
Rainforest	U.S.	Registered	75/389,644
Rapid Rooter	Canada	Registered	1113691
Rapid Rooter	U.S.	Registered	76/215,358
RapidStart	Canada	Registered	1,394,260
RapidStart	U.S.	Registered	77/338,670
Rare Earth	Canada	Registered	1 113 856
Rare Earth	U.S.	Supplemental Register	76/009,561
Snapture	Canada	Registered	1176205
Snapture	U.S.	Registered	78/240,994
SpectraFlora	Canada	Registered	1,386,236
SpectraFlora	U.S.	Registered	77/274,770
Subculture	Canada	Registered	1211283
Subculture	U.S.	Registered	78/386,290



Mark	Country	Status	Serial No.
SunFlower	Canada	Registered	1,323,644
SunFlower	U.S.	Registered	77/038,001
Supernatural	U.S.	Registered	75/543,758
Supernatural	U.S.	Registered	78/442,886
TerraForma	Canada	Registered	1,321,193
TerraForma	U.S.	Registered	77/023,867
Vganic	U.S.	Registered	77/604,394
WaterFarm	Canada	Registered	1,438,601
WaterFarm	U.S.	2F Registration	77/618,022

Unregistered Marks:

BLOOM
BLOOM A
BLOOM B
BLUE STONE
COCOTEK PX
COCOTEK SX
COVERT
DIAMOND BLACK
DIAMOND NECTAR
FLORALICIOUS PLUS
 <b>GENERAL HYDROPONICS</b>
GENERAL HYDROPONICS and Lotus Design
 <b>GH</b>
GH and Lotus Design



GenHydro and Lotus Design



GENERAL ORGANICS and Lotus Design

GO BOX

GROW A

GROW B

GROW FORCE

MAXI GROW/ MAXI GRO

MEGAFARM

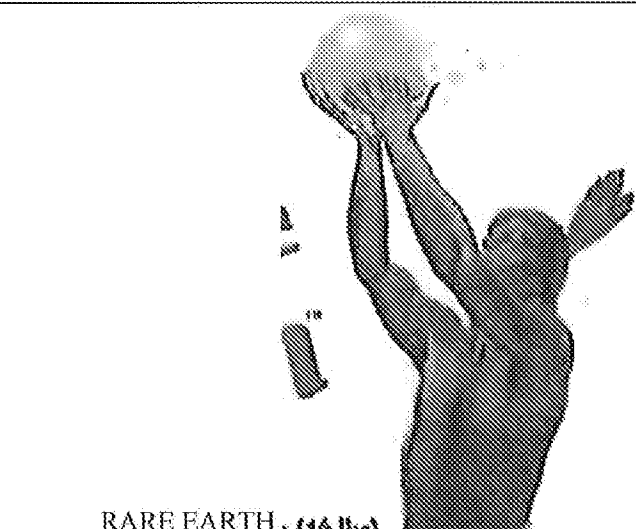
PANDA

PANDA RESERVOIR

SNAPSTAND

FLORA SERIES PERFORMANCE PACK

SOLUTIONS FOR GARDENERS



RARE EARTH . 196 B.2

RARE EARTH

FLORALICIOUS GROW

FLORANOVA GROW

## B. Copyrights

None.

**C. Patents and Invention Disclosures**

1. U.S. Patent No. 8,864,867, entitled Fertilizer Suspension and Method of Preparation
2. US Patent No. 8,568,505, entitled Fertilizer Suspension and Method of Preparation
3. US Patent No. 8,425,647 entitled Selecting and Mixing Plant Fertilizer Components Based on Color
4. US Patent No. 8,361,184 entitled Fertilizer Suspension and Method of Preparation
5. US Patent No. 8,197,572 entitled Fertilizer Suspension and Method of Preparation
6. US Patent No. 8,110,017 entitled Fertilizer Suspension and Method of Preparation
7. US Patent No. 7,861,459, entitled Hydroponic Plant Nutrient Circulation/Distribution System
8. US Patent No. 7,565,765, entitled Pneumatic Liquid Dispensing Assembly for Hydroponically Cultivated Plants
9. US Patent No. 7,069,691, entitled Hydroponics Plant Cultivation Assembly for Diverse Sizes of Pots and Plants
10. US App. No. 14/520,259, entitled Fertilizer Suspension and Method of Preparation
11. US App. No. 13/450,216, entitled Selecting and Mixing Plant Fertilizer Components Based on Color
12. U.S. App. No. 13/188,449, entitled Plant Fertilizer Compositions and Related Methods
13. European Published App. No. 2 268 594, entitled Fertilizer Suspension and Method of Preparation
14. Chinese Patent No. 102026940, entitled Fertilizer Suspension and Method of Preparation
15. Canadian Published App. No. 2 718 084, entitled Fertilizer Suspension and Method of Preparation

**Lighting and Quantum Dot Patents and Invention Disclosures**

Number/Identifier	Title
US App. No. 13/750,776	Compositions, Devices and Methods for Optimizing Photosynthetically Active Radiation
U.S. App. No. 14/340,261	Compositions, Devices and Methods for Optimizing Photosynthetically Active Radiation

Charles Ostman's Invention Disclosure relating to Laser Illumination	Laser Illumination
WIPO Published App. No. 2013/112915 (and related national stage filings)	Compositions, Devices and Methods for Optimizing Photosynthetically Active Radiation

**D. Confidential Information**

**E. Software**

**F. Domain Names**

- GENERALHYDROPONICS.COM
- GENHYDRO.COM