

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388482

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Living Greens Farm, Inc.		06/16/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Living Greens Farm IP LLC		
<b>Street Address:</b>	1512 30th Street NW		
<b>City:</b>	Faribault		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55021		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86419072	LGF	
<b>Serial Number:</b>	85908543	LIVING GREENS FARM	
<b>Serial Number:</b>	85905752	LIVING GREENS FARM	
<b>Serial Number:</b>	85750267	GROW WITH US!	
<b>Serial Number:</b>	86419054	LGF	
<b>Serial Number:</b>	86419063	LGF ZERO	
<b>Serial Number:</b>	86419076	LGF ZERO	
<b>Serial Number:</b>	86419087	LIVING GREENS	
<b>Serial Number:</b>	86419093	LIVING GREENS	
<b>Serial Number:</b>	85905715	HEALTHY EXPRESS	
<b>Serial Number:</b>	85905746	HEALTHY EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5634410207		
<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>			
<b>Phone:</b>	5634410207		
<b>Email:</b>	alex@hamiltoniplaw.com		
<b>Correspondent Name:</b>	Alexander JSW Johnson		
<b>Address Line 1:</b>	201 W 2nd St		
<b>Address Line 2:</b>	Suite 400		

OP \$290.00 86419072

TRADEMARK

<b>Address Line 4:</b>	Davenport, IOWA 52801
<b>NAME OF SUBMITTER:</b>	Alexander JSW Johnson
<b>SIGNATURE:</b>	/s/alexanderjswjohnson/s/
<b>DATE SIGNED:</b>	06/20/2016
<b>Total Attachments: 7</b> source=16_0609_signed OMNIBUS IP Assignment Agreement#page1.tif source=16_0609_signed OMNIBUS IP Assignment Agreement#page2.tif source=16_0609_signed OMNIBUS IP Assignment Agreement#page3.tif source=16_0609_signed OMNIBUS IP Assignment Agreement#page4.tif source=16_0609_signed OMNIBUS IP Assignment Agreement#page5.tif source=16_0609_signed OMNIBUS IP Assignment Agreement#page6.tif source=16_0609_signed OMNIBUS IP Assignment Agreement#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is made and effective as of June 16, 2016 ("Effective Date") by and between Living Greens Farm, Inc., a corporation formed under the laws of the state of Minnesota ("Assignor"), and Living Greens Farm IP LLC, a limited liability company formed under the laws of the state of Minnesota ("Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Assignor is the owner of the numerous patents and patent applications for technologies in the field of aeroponic agriculture (the "Patents") as included in Exhibit A below;

WHEREAS, the Assignor is the owner of the numerous inventions, concepts, technologies, drawings, plans, methods, customer lists, business information, and numerous other trade secrets used in the business of Assignor in the field of aeroponic agriculture (the "Trade Secrets"), some of which may be listed by nickname in Exhibit A below;

WHEREAS, the Assignor is the owner of the common law trademarks in and to several trademarks, trade names, logos, and other indicia representing the good will of Assignor, as well federal trademark registrations therefor (the "Marks") as included in Exhibit A below;

WHEREAS, the Assignor is the owner of numerous copyrights underlying the artwork, websites, and marketing materials used in the business of Assignor (the "Copyrights");

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all right, title, and interest in and to the Patents, Trade Secrets, Marks, and Copyrights (collectively, the "Intellectual Property") to the Assignee; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Intellectual Property; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, and in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. INCORPORATION OF RECITALS**

The recitals above are hereby incorporated by reference as part of this Assignment.

**2. ASSIGNMENT OF INTELLECTUAL PROPERTY.**

Effective as of the Effective Date, the Assignor hereby does sell, transfer, convey, assign, and deliver to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Intellectual Property;
- (b) all goodwill and moral rights in and to the Intellectual Property;

- (c) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Intellectual Property including, without limitation, damages and payments for past or future infringements and misappropriations of the Intellectual Property;
- (d) all rights to sue for past, present, and future infringements or misappropriations of the Intellectual Property; and
- (e) any and all other rights to the Intellectual Property.

### 3. PAYMENT TO ASSIGNOR

In exchange for the Assignor's assignment of the Intellectual Property, Assignee shall pay to Assignor, a lump sum total of \$1,00 USD ("Assignment Payment").

### 4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that:

- (a) The Assignor is an owner of the right, title, and interest in and to the Intellectual Property;
- (b) The Assignor has not assigned, transferred, licensed, pledged, or otherwise encumbered any Intellectual Property or agreed to do so;
- (c) The Assignor has full power and authority to enter into this Assignment and to make the assignment as provided in Section 2;
- (d) The Assignor is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Intellectual Property;
- (e) The Assignor is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment; and
- (f) The Assignor was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Intellectual Property assigned in Section 2.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

### 5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it has full power and authority to enter into this Assignment; and the Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

### 6. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Intellectual Property for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Intellectual Property, reasonably necessary to record the assignment in the United States and throughout the world; and
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world.

**7. NO FURTHER USE OF INTELLECTUAL PROPERTY.**

After the Effective Date, the Assignor agrees to make no further use of the Intellectual Property, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to never challenge the Assignee's use, ownership, or validity, of the Intellectual Property.

**8. SUCCESSORS AND ASSIGNS.**

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

**9. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**10. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Mr. Dana Anderson  
Living Greens Farm, Inc.  
1512 30th Street NW  
Faribault, MN 55021

If to the Assignee:

Mr. Jay Clark  
Living Greens Farm IP LLC  
1512 30th Street NW  
Faribault, MN 55021

**11. GOVERNING LAW.**

This Assignment shall be governed by the laws of the state of Minnesota. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

**12. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13. SEVERABILITY.

Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. ENTIRE ASSIGNMENT.

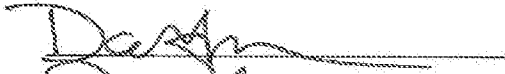

This Assignment constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

15. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

Assignor – Living Greens Farm, Inc.

By:   
Name:   
Title: CEO  
Date: 6-19-16

Assignee – Living Greens Farm IP LLC

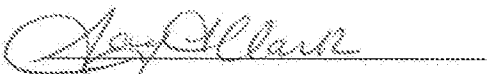
By:   
Name: JAY V. CLARK  
Title: Chief Manager  
Date: June 16, 2016

Exhibit A

Type	Country	Title/Mark	App. Ser. No.	Filed	Pat./Reg. No.	Issued
Trademark	United States	LGF	86/419,072	10/9/2014	4,875,548	12/22/2015
Trademark	United States	Living Greens Farm	85908543	4/18/2013	4,548,971	6/10/2014
Trademark	United States	Living Greens Farm	85905752	4/16/2013	4,544,857	6/3/2014
Trademark	United States	Grow With Us!	85750267	10/10/2012		
Trademark	United States	LGF	86419054	10/9/2014		
Trademark	United States	LGF Zero	86419063	10/9/2014		
Trademark	United States	LGF Zero	86419076	10/9/2014		
Trademark	United States	Living Greens	86419087	10/9/2014		
Trademark	United States	Living Greens	86419093	10/9/2014		
Trademark	United States	Healthy Express	85905715	4/16/2013		
Trademark	United States	Healthy Express	85905746	4/16/2013		
Patent	United States	Controlled environment and method	14/496,641	9/25/2014		
Patent	United States	Irrigation System	14/321,320	7/1/2014	9,282,699	3/15/2016
Patent	United States	Controlled environment and method	14/321,248	7/1/2014		
Patent	Australia	Controlled environment and method	2013270705	1/5/2015		
Patent	Brazil	Controlled environment and method	BR1120140307385	12/8/2014		
Patent	Canada	Controlled environment and method	2875693	12/3/2014		
Patent	China	Controlled environment and method	2.0138E+11	12/5/2014		

Patent	EU	Controlled environment and method	13800797.6	1/6/2015		
Patent	India	Controlled environment and method	10822/DELNP/2014	12/17/2014		
Patent	Israel	Controlled environment and method	236094	12/7/2014		
Patent	Japan	Controlled environment and method		12/5/2014		
Patent	Mexico	Controlled environment and method	MX/a/2014/014864	12/4/2014		
Patent	South Africa	Controlled environment and method	2014/09071	12/10/2014		
Patent	Taiwan, Province of China	Controlled environment and method	102120816	6/10/2013		
Patent	Taiwan	Grow Board		6/26/2015		
Patent	Taiwan	Growing System		7/31/2015		
Patent	United Arab Emirates	Controlled environment and method	1339/2014	12/7/2014		
Patent	United States	Controlled environment and method	13/914,243	6/10/2013		
Patent	United States	Irrigation System	14/114,199	10/25/2013		
Patent	United States	Grow Board and Method	14/752,462	6/26/2015		
Patent	United States	Growing System	14/815,472	7/31/2015		
Patent	WIPO	Growing System	PCT/US15/43277	7/31/2015		
Patent	WIPO	Grow Board and Method	PCT/US15/38124	6/26/2015		
Patent	WIPO	Controlled environment and method	PCT/US2013/045003	6/10/2013		
Patent	WIPO	Irrigation System	PCT/US2013/032492	3/15/2013		



Patent (Provisional)	United States	Grow Media	62/173,341	6/9/2015	
Patent (Provisional)	United States	Nutrient Supply System	62/174,940	6/12/2015	
Patent (Provisional)	United States	Growing System	62/264,134	12/7/2015	
Patent (Provisional)	United States	Controlled environment and method	61/794,297	3/15/2013	
Patent (Provisional)	United States	Controlled environment and method	61/794,599	3/15/2013	
Patent (Provisional)	United States	IRRIGATION SYSTEM	61/657,203	6/8/2012	
Patent (Provisional)	United States	Temperature Controlled Shipping Container and Method	61/833,651	6/11/2013	
Patent (Provisional)	United States	Controlled Environment Apparatus and Method	62/010,715	6/11/2014	
Patent (Provisional)	United States	Tray	61/908,432	11/25/2013	
Patent (Provisional)	United States	Tray	62/084,354	11/25/2014	
Patent (Provisional)	United States	Grow Board	62/017,574	6/26/2014	
Patent (Provisional)	United States	Grow Board	62/063,158	10/13/2014	
Patent (Provisional)	United States	Growing System	62/031,668	7/31/2014	
Patent (Provisional)	United States	Growing System	62/032,452	8/1/2014	
Patent (Provisional)	United States	Grow Board	62/018,452	6/27/2014	
Patent (Provisional)	United States	Grow Media	62/026,007	7/17/2014	
Patent (Provisional)	United States	Grow Media	62/113,085	2/6/2015	
Patent (Provisional)	United States	Nutrient Supply System	62/030,453	7/29/2014	
Patent (Provisional)	United States	Growing System	62/050,075	9/12/2014	