TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM394900

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Treg C Bradley		08/11/2016	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	AMERICAN AGRITECH, L.L.C.	
Doing Business As:	BOTANICARE	
Street Address:	6858 West Chicago Street, Suite 3	
City:	Chandler	
State/Country:	ARIZONA	
Postal Code:	85226	
Entity Type:	Limited Liability Company: ARIZONA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2114729	HYDROFLEX

CORRESPONDENCE DATA

Fax Number: 6026314529

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: 602-631-9100

Email: pto_jrm@venjuris.com, pto_ljs@venjuris.com

Correspondent Name: Joseph R. Meaney Address Line 1: 1938 E Osborn Rd

Address Line 4: Phoenix, ARIZONA 85016

NAME OF SUBMITTER:	Li-Jen Shen
SIGNATURE:	/ljs/
DATE SIGNED:	08/12/2016

Total Attachments: 2

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> **TRADEMARK** REEL: 005854 FRAME: 0685

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), effective as of August // , 2016, is by and between American Agritech, L.L.C. d/b/a Botanicare, an Arizona Limited Liability Company with an office at 6858 West Chicago Street, Suite 3, Chandler, Arizona 85226 ("Assignee") and Treg C. Bradley of Chandler, Arizona ("Assignor") (collectively referred to as the "Parties").

The Parties agree that: for good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the trademark rights in "HYDROFLEX" ("Trademark Rights"), including the U.S. trademark registration No. 2,114,729, registered November 18, 1997, by Assignor, together with the goodwill associated therewith, and all other rights that may be based thereon, including all foreign and domestic rights, and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Trademark Rights may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Trademark Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Each Party hereby represents and warrants that it has the full power and authority to enter into this Agreement. Assignor further represents and warrants that there are no outstanding licenses or unrecorded rights in third parties to use the Trademark Rights.

Assignor agrees to execute and deliver all papers and take such other action, as may be necessary or desirable, to aid Assignee, its successors and assigns, to obtain and perfect title in the Trademark Rights and enforce proper protection under the Trademark Rights in all countries.

Assignor hereby authorizes and requests the Commissioner for Trademarks, or other proper governmental authority, to issue to Assignee, its successors and assigns, all current or future registrations from Trademark Rights.

The Parties agree that: if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement shall be effective only in writing and shall not operate or be construed as a waiver of any other provisions or a subsequent breach; the provisions of this Agreement shall remain in effect and bind the heirs, successors, assignees, and legal representatives of the Parties; this Agreement may be amended or modified only with written consent; the terms of this Agreement are reasonable; and each Party has the right to have this Agreement reviewed by anyone of the Party's choosing, including an attorney.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

Treg C. Bradley

American Agritech, L.L.C. d/b/a Botanicare

Signature

By Adam Sharp

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