

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397766

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BFN Operations LLC		09/02/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	LM Farms, LLC
<b>Street Address:</b>	230 Mary Avenue
<b>City:</b>	Lawrenceburg
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47025
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4275584	TRIO
Registration Number:	4275583	DUO
Registration Number:	4279259	PARFUM DE BLOOM
Registration Number:	4089766	PLATINUM PERENNIALS
Registration Number:	3217697	HYSTERIA
Serial Number:	78617137	SUPER SWEET FRUIT TREES
Serial Number:	78617133	HYDRANGEA FOREVER AND EVER
Serial Number:	78617131	PLATINUM PERENNIALS
Registration Number:	3764240	FOREVER AND EVER HYDRANGEA
Registration Number:	3824634	SUPER SWEET
Registration Number:	3572508	FOREVER & EVER
Registration Number:	3821724	NATURAL LIFE
Registration Number:	3821722	NATURAL LIFE
Registration Number:	2214997	NATURAL LIFE
Registration Number:	2160863	NATURAL LIFE
Registration Number:	2092873	SELECTED FOR SUMMER PLANTING
Registration Number:	1883820	NATURE'S PROMISE
Registration Number:	1890074	GENERATIONS OF COLOR

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 7168456474*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:** 716-845-6000**Email:** kguerin@kavinokycook.com**Correspondent Name:** Kelly E. Guerin, Esq., Kavinoky Cook LLP**Address Line 1:** 726 Exchange Street, Suite 800**Address Line 4:** Buffalo, NEW YORK 14210

<b>NAME OF SUBMITTER:</b>	Kelly E. Guerin, Esq.
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<b>SIGNATURE:</b>	/Kelly E. Guerin/
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<b>DATE SIGNED:</b>	09/08/2016
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**Total Attachments: 6**

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BFN OPERATIONS LLC

ASSIGNMENT OF TRADEMARKS/SERVICE MARKS

Whereas BFN OPERATIONS LLC, a Delaware limited liability company ("BFN Operations"), has adopted and used certain trademarks, trade names and/or service marks, including, but not limited to, the trademarks, trade names and/or service marks listed on Schedule A attached hereto (hereinafter collectively described as the "Marks"); some of which Marks may be the subject of pending applications with the United States Patent and Trademark Office, some of which Marks may be the subject of registrations with the United States Patent and Trademark Office, some of which Marks may be the subject of pending applications with foreign trademark offices and some of which Marks may be the subject of registrations with foreign trademark offices, as more specifically described on Schedule A;

Whereas LM FARMS, LLC, a Delaware limited liability company, with an office at 230 Mary Avenue, Lawrenceburg, Indiana 47025 (the "Assignee"), is desirous of acquiring said Marks and the goodwill associated therewith; and

Whereas, BFN Operations and the Assignee are parties to that certain Asset Purchase Agreement dated as of August 11, 2016 (as amended by the Sale Order (as such term is defined in such Asset Purchase Agreement), the "APA").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BFN Operations does hereby fully assign, transfer and release unto Assignee all of BFN Operations' right, title and interest in and to the said Marks, worldwide, including, but not limited to, all of BFN Operations' right, title, and interest in and to any national, foreign and United States federal and state pending applications, registrations, renewals and extensions thereof, as well as all common law rights, for such Marks, together with the goodwill of the business symbolized by the Marks and all benefits relating to the foregoing whether before or hereafter accrued (including, without limitation, the exclusive right to apply for, maintain and renew any application and registration for the Marks), free and clear of all liens, claims, encumbrances and interests of any kind other than Permitted Acquired Asset Liens (as defined in the APA). For any United States federal trademark application for which a supported claim of use has not been filed with and accepted by the United States Patent and Trademark Office as of the effective date of this Assignment, BFN Operations also does hereby fully assign, transfer and release unto Assignee that portion of BFN Operations' business to which the applicable Mark(s) pertain.

BFN Operations further assigns, transfers and releases to Assignee any and all royalties, income, payments and proceeds, whether now accrued or accruing in the future, as well as all claims for damages by reason of past, present or future continuing infringement of said Marks, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns, or other legal representatives.

This Assignment of Trademarks/Service Marks is delivered subject to the terms and conditions of the APA, which shall continue in full force and effect and shall control in the event of any conflict with the terms of this Assignment of Trademarks/Service Marks.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks/Service Marks to be executed as of the day and year indicated below.

Dated: September 2, 2016

BFN OPERATIONS LLC

By: \_\_\_\_\_



Name:

ERIC BK

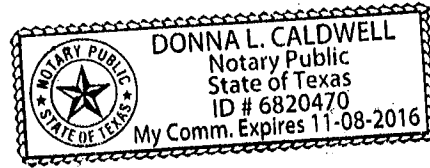
Title:

CRO

STATE OF TEXAS )  
 ) SS.:  
COUNTY OF Dallas )

On the 2<sup>nd</sup> day of September, 2016 before me the undersigned, personally appeared Eric EK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Assignment and acknowledged to me that he executed the same in his capacity as an authorized representative of BFN Operations LLC, and that by his signature on the Assignment he executed the Assignment on behalf of BFN Operations LLC, and that ERIC EK made such appearance before the undersigned in the City of Dallas and State of Texas.

Donna L. Caldwell  
Notary Public



459648.1

**SCHEDULE A**

OWNER: BFN Operations LLC, a Delaware limited liability company

All trademarks, trade names and service marks owned by BFN Operations LLC, including, but not limited to, those identified in the below chart, as well as the below listed applications and/or registrations:

MARK	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	SERIAL NUMBER	FILE DATE
TRIO	Registered	4275584	January 15, 2013	85642562	June 4, 2012
DUO	Registered	4275583	January 15, 2013	85642539	June 4, 2012
PARFUM DE BLOOM	Registered	4279259	January 22, 2013	85642501	June 4, 2012
PLATINUM PERENNIALS	Registered	4089766	January 24, 2012	85172647	November 9, 2010
HYSTERIA	Cancelled	3217697	March 13, 2007	78880559	May 10, 2006
SUPER SWEET FRUIT TREES	Abandoned	N/A	N/A	78617137	April 26, 2005
HYDRANGEA FOREVER AND EVER	Abandoned	N/A	N/A	78617133	April 26, 2005

PLATINUM PERENNIALS	Abandoned	N/A	N/A	78617131	April 26, 2005
FOREVER AND EVER HYDRANGEA	Registered	3764240	March 23, 2010	77509721	June 27, 2008
SUPER SWEET	Registered	3824634	July 27, 2010	77892871	December 14, 2009
FOREVER & EVER	Registered	3572508	February 10, 2009	77516814	July 8, 2008
NATURAL LIFE	Registered	3821724	July 20, 2010	77892847	December 14, 2009
NATURAL LIFE	Registered	3821722	July 20, 2010	77892825	December 14, 2009
NATURAL LIFE	Expired	2214997	December 29, 1998	75117580	June 12, 1996
NATURAL LIFE	Cancelled	2160863	May 26, 1998	75117579	June 12, 1996
SELECTED FOR SUMMER PLANTING	Cancelled	2092873	September 2, 1997	75112991	June 3, 1996
NATURE'S PROMISE	Registered	1883820	March 14, 1995	74499827	March 14, 1994
GENERATIONS OF COLOR	Cancelled	1890074	April 18, 1995	74499363	March 14, 1994

Any and all common law rights to the following trademarks, trade names and service marks:

- Zelenka
- Zelenka Farm
- Zelenka Nursery

**Berry Family of Nurseries word mark**

