

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405024

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	4

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Terra Tech Corp.		10/21/2016	Corporation: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	Edible Garden Corp.
<b>Street Address:</b>	119 Cherry Hill Rd.
<b>Internal Address:</b>	Suite 320
<b>City:</b>	Parsippany
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>Entity Type:</b>	Corporation: NEVADA

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4924108	BIKINI READY
Registration Number:	4819527	BIKINI READY
Registration Number:	4819194	BIKINI READY
Registration Number:	4819191	BIKINI READY
Registration Number:	4819189	BIKINI READY
Registration Number:	4538949	BIKINI READY WEIGHT LOSS CATALYST
Registration Number:	4211382	BIKINI READY
Registration Number:	4819426	BE BIKINI READY
Registration Number:	4642578	BACK2BODY
Registration Number:	4645946	CONQUER THE BIKINI
Registration Number:	4552470	MEMORY BLAST
Registration Number:	4485295	KAHUNA SANDS. SUN, SAND, SURF.
Registration Number:	4324562	SURGEX
Registration Number:	4437517	SURGEX ACTIVATOR
Registration Number:	4423020	SURGEX FIX
Registration Number:	4331911	S SURGEX SPORTS BLITZ
Registration Number:	4744596	SURGEX WARRIOR

OP \$640.00 4924108

Property Type	Number	Word Mark
Registration Number:	4924258	VITAMIN WAY
Registration Number:	4915591	VITAMIN WHEY
Registration Number:	4340218	WHEY 4 WOMEN
Registration Number:	4974458	BIG WHEY
Registration Number:	4974340	FARM TO FORMULA
Registration Number:	4974204	LEVAMEN
Registration Number:	4974180	NULIEF
Serial Number:	86774939	SHAKE CHEF

**CORRESPONDENCE DATA**

Fax Number: 9497609502

*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: 3105513450

Email: efilng@knobbe.com

Correspondent Name: Jonathan A. Hyman

Address Line 1: 2040 Main Street, 14th Fl

Address Line 4: Irvine, CALIFORNIA 92614

**NAME OF SUBMITTER:** Jonathan A. Hyman

**SIGNATURE:** /JHH/

**DATE SIGNED:** 11/09/2016

**Total Attachments: 4**

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## TRADEMARK & INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark & Intellectual Property Assignment (hereinafter referred to as "Assignment") is effective as of October 21, 2016, by and between Terra Tech Corp., a Nevada corporation, having a place of business at 4700 Von Karman Ave., Suite 110, Newport beach, CA 92660 (hereinafter "ASSIGNOR") and Edible Garden Corp., a Nevada corporation, having a place of business at 119 Cherry Hill Rd., Suite 320, Parsippany NJ 07054 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark applications and registration relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Applications and Registrations");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Applications and Registrations worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest world-wide which include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Applications, and Registrations, worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks, and such portion of ASSIGNOR's business is ongoing and existing.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which ASSIGNOR acknowledges, ASSIGNOR and ASSIGNEE agree as follows:

1. **Assignment**. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Applications and Registrations set forth in Schedule B; and
- (4) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Applications, and Registrations, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain, and such portion of ASSIGNOR's business is ongoing and existing.

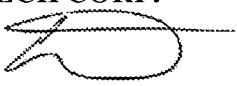
2. **Attorney In Fact.** ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.

3. **Governing Law.** This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California.

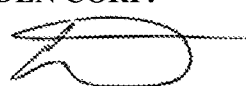
4. **Counterparts.** This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

**ASSIGNOR**  
**TERRA TECH CORP.**

By:   
Name: Derek Peterson  
Title: CEO  
Date: October 21, 2016

**ASSIGNEE**  
**EDIBLE GARDEN CORP.**

By:   
Name: Derek Peterson  
Title: CEO  
Date: October 21, 2016

**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A – Trademarks**

BIKINI READY  
BIKINI READY WEIGHT LOSS CATALYST  
B BIKINI READY  
BACK2BODY  
CONQUER THE BIKINI  
MEMORY BLAST  
KAHUNA SANDS  
SURGEX  
SURGEX ACTIVATOR  
SURGEX FIX  
SURGEX SPORTS BLITZ  
SURGEX WARRIOR  
VITAMIN WAY  
VITAMIN WHEY  
WHEY 4 WOMEN  
BIG WHEY  
FARM TO FORMULA  
LEVAMEN  
NULIEF  
SHAKE CHEF

**SCHEDULE B - Federal Trademark Applications and Registrations/International Filings**

<b>Registered Trademarks</b>	<b>Serial No.</b>	<b>Registration No.</b>
BIKINI READY	86509478	4924108
BIKINI READY	86386294	4819527
BIKINI READY	86324166	4819194
BIKINI READY	86323918	4819191
BIKINI READY	86323881	4819189
BIKINI READY WEIGHT LOSS CATALYST	85802318	4538949
BIKINI READY	85389203	4211382
B BIKINI READY	86355814	4819426
BACK2BODY	86172075	4642578
CONQUER THE BIKINI	85930770	4645946
MEMORY BLAST	85749551	4552470
KAHUNA SANDS	86027663	4485295
SURGEX	85777234	4324562
SURGEX ACTIVATOR	85776100	4437517
SURGEX FIX	85763813	4423020

SURGEX SPORTS BLITZ	85729130	4331911
SURGEX WARRIOR	86159599	4744596
VITAMIN WAY	86583142	4924258
VITAMIN WHEY	86563540	4915591
WHEY 4 WOMEN	85712316	4340218
BIG WHEY	86563825	4974458
FARM TO FORMULA	86547605	4974340
LEVAMEN	86516726	4974204
NULIEF	86508796	4974180
<b>Trademarks Applications</b>	<b>Serial Number</b>	
Shake Chef	86774939	