

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408899

<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>
Summit Seed, Inc.		12/10/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hydrostraw, LLC		
<b>Street Address:</b>	22110 S. State Route 27		
<b>City:</b>	Rockford		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99030		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4950131	ENHANCED SEED TECHNOLOGY	
<b>Registration Number:</b>	3227050	SUMMIT	
<b>Registration Number:</b>	3227048	SUMMIT SEED	
<b>Registration Number:</b>	3005829	ULTRA 3-D SOD	
<b>Registration Number:</b>	3492183	IF IT'S NOT 3-D SOD IT'S JUST GRASS	
<b>Registration Number:</b>	2711329	THE ENHANCER	
<b>Registration Number:</b>	2807834	NATURE'S OWN	
<b>Registration Number:</b>	2293627	ENHANCER	
<b>Registration Number:</b>	2064888	DARKER DENSER DWARFER	
<b>Registration Number:</b>	2289734	3-D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025890309		
<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>	(502) 562-7378		
<b>Email:</b>	lminton@wyattfirm.com		
<b>Correspondent Name:</b>	Matthew A. Williams		
<b>Address Line 1:</b>	Wyatt, Tarrant & Combs, LLP		
<b>Address Line 2:</b>	500 West Jefferson Street, Suite 2800		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		

CH \$265.00 4950131

<b>NAME OF SUBMITTER:</b>	Matthew A. Williams
<b>SIGNATURE:</b>	/Matthew A. Williams/
<b>DATE SIGNED:</b>	12/14/2016
<b>Total Attachments: 2</b> source=Assignment of Trademarks#page1.tif source=Assignment of Trademarks#page2.tif	

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (“Assignment”) is made, executed, and delivered as of December 10, 2016 by Summit Seed, Inc., an Illinois corporation (“Seller”), to Hydrostraw, LLC, a Delaware limited liability company (“Purchaser”).

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of December 10, 2016 (the “Agreement”), pursuant to which Seller agreed, among other things, to sell, convey, assign, transfer, and deliver to Purchaser all of Seller’s right, title, and interest in and to the Trademarks (such term and all other capitalized terms used but not defined herein have the meanings ascribed to such terms in the Agreement), all as more particularly described in the Agreement, for consideration in the amount, and on the terms and conditions, provided in the Agreement; and

WHEREAS, Purchaser and Seller now desire to carry out the intent and purpose of the Agreement by Seller’s execution and delivery of this instrument evidencing the sale, conveyance, assignment, transfer, and delivery by Seller to Purchaser of all of Seller’s right, title, and interest in and to the Trademarks, including the registrations listed on Exhibit A hereto, all subject to the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration to Seller, the receipt and adequacy of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers, and delivers unto Purchaser and its successors and assigns any and all of Seller’s right, title, and interest in and to the Trademarks together with the goodwill of the business connected with the use of and symbolized by the Trademarks and all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same, subject to the terms and conditions of the Agreement.



IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered on behalf of Seller as of the date first written above.

SELLER: Summit Seed, Inc.

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

Its: VILE PRESIDENT \_\_\_\_\_

**EXHIBIT A  
TRADEMARKS**

	Serial Number	Reg. Number	Mark	Reg. Date	Next Deadline
1	86715437	4950131		05/03/2016	05/03/2022 – 6th year declaration of use
2	78753373	3227050		04/10/2007	04/10/2017 - Renewal
3	78753337	3227048	SUMMIT SEED	04/10/2007	04/10/2017 - Renewal
4	78456161	3005829	ULTRA 3-D SOD	10/11/2005	10/11/2025 - Renewal
5	77379882	3492183	IF IT'S NOT 3-D SOD IT'S JUST GRASS	08/26/2008	08/26/2018 - Renewal
6	76444376	2711329	THE ENHANCER	04/29/2003	04/29/2023 - Renewal
7	76371944	2807834	NATURE'S OWN	01/27/2004	01/27/2024 - Renewal
8	75474411	2293627	"THE ENHANCER" <small>Granular Blended Deer Fertilizer</small> 	11/16/1999	11/16/2019 - Renewal
9	75092089	2064888	DARKER DENSER DWARFER	05/27/1997	05/27/2017 - Renewal
10	75092058	2289734	3-D	11/02/1999	11/02/2019 - Renewal