

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Gardening Association		03/14/2017	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Dash Works, LLC		
Street Address:	5452 CR 1405		
City:	Jacksonville		
State/Country:	TEXAS		
Postal Code:	75766		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3246049		
Registration Number:	3287457	· THE NATIONAL GARDENING · ASSOCIATION	
CORRESPONDENCE DATA			
Fax Number:	7818901150		
<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>			
Phone:	781 890 5678		
Email:	admin@iandiorio.com		
Correspondent Name:	Thomas E. Thompkins, Jr.		
Address Line 1:	255 Bear Hill Road		
Address Line 2:	Iandiorio Teska & Coleman, LLP		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	NGA-119J		
NAME OF SUBMITTER:	Thomas E. Thompkins, Jr.		
SIGNATURE:	/Thomas E. Thompkins, Jr./		
DATE SIGNED:	03/23/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of March 14, 2017, is entered into by and between National Gardening Association, Inc. ("NGA"), a Vermont non-profit corporation (the "Assignor") and Dash Works, LLC, a Texas Corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Bill of Sale, Assignment and Assumption dated February 18th, 2016 by and between Assignors and Assignee (the "Bill of Sale").

WHEREAS Assignor are the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Bill of Sale, Assignor have agreed to assign, sell and transfer their entire right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Bill of Sale, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee all of their right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, Litigations, whether known or unknown, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to, at the sole cost and expense of the Assignee, take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform their obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalfs and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

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This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Vermont without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Vermont or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Vermont.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Bill of Sale. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Bill of Sale. In the event of any conflict or inconsistency between the terms of the Bill of Sale and the terms hereof, the terms of the Bill of Sale shall control.


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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.


ASSIGNOR:
National Gardening Association, Inc

By: 
Name: ROBERT WEXLER
Its: Liquidating Agent for
National Gardening Association, Inc

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE:
Dash Works, LLC

By: 
Name: Dale Whitinger
Its: Dash Works, LLC



SCHEDULE A

MARKS

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>DATE ISSUED/FILED</u>	<u>SERIAL/APP NO.</u>
National Gardening Association	United States	11/3/2006	77036182
National Gardening Association	United States	11/3/2006	77036394

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