

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435532

<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>
Ceresolutions, LP		07/10/2017	Limited Partnership: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plantation Products, LLC		
<b>Street Address:</b>	202 South Washington Street		
<b>City:</b>	Norton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02766		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4571271	SUPERTHRIVE	
<b>Registration Number:</b>	3361788	SUPERTHRIVE	
<b>Registration Number:</b>	3635189	VI VITAMIN INSTITUTE	
<b>Registration Number:</b>	3635190	VI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	202.739.3000		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	107096-0097		
<b>NAME OF SUBMITTER:</b>	Jennifer C. Evans		
<b>SIGNATURE:</b>	/jce/		
<b>DATE SIGNED:</b>	07/18/2017		
<b>Total Attachments: 11</b>			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is made as of July 10, 2017, by and between Plantation Products, LLC, a Delaware limited liability company (the “Assignee”), and CERESOLUTIONS, LP, a California limited partnership (the “Assignor”).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of July 10, 2017 (the “Purchase Agreement”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor agreed to, among other things, sell, convey, transfer, assign and deliver to Assignee all of Assignor’s rights, titles and interests in and to all Owned Intellectual Property Rights, including the Prior Formula, the Formula, the Registered Owned Intellectual Property Rights specified on Schedule A hereto, and the copyrights in the photographs of Dr. John Thomson that are or have been used on the label of the products sold or offered for sale by or on behalf of the Assignor or any of its Subsidiaries or any of their predecessors or the website or promotional materials used in the conduct of the Business (collectively, the “Assigned IP”), with it being understood that the Assigned IP shall not include (x) the copyrights in any photographs other than those of Dr. John Thomson that are or have been used on the label of the products sold or offered for sale by or on behalf of the Assignor or any of its Subsidiaries or any of their predecessors or the website or promotional materials used in the conduct of the Business or (y) the U.S. trademark registration for the 50 IN ONE Logo (Reg. No. 3997703); both of which are each considered Excluded Assets under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. The following terms, whenever used herein, shall have the following meanings as set forth in the Purchase Agreement:

a. “Affiliate” shall mean, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power to direct the management and policies of such Person directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” having meanings correlative to the foregoing.

b. “Business” shall mean the business of manufacturing, selling and distributing a highly concentrated vitamin solution for plants conducted by the Assignor and its Subsidiaries and their predecessors.

c. “Content” means all documents, articles, publications, memoranda, filings, presentations, manuals, webinars, podcasts, emails, Internet websites and related content, social media postings, documentation, signs, advertising copy, labeling copy, packaging copy, marketing materials, specifications, translations, drawings, graphics, sound recordings, images,

photographs, illustrations, designs, icons, graphics, articles, text, audio and visual information, videos, and all other similar works regardless of the form or medium.

d. “Copyrights” means all copyrights and copyrightable works, database rights, moral rights and rights of attribution and integrity in both published works and unpublished works, whether registered or unregistered (including Content and Software), and all registrations or applications for registration thereof and all rights associated therewith.

e. “Formula” means the product specifications and formulas that since January 1, 2014 are or have been used to produce any product sold, offered for sale and/or proposed for sale by or on behalf of the Assignor or any Affiliate or Subsidiary of the Assignor in connection with the trademark SUPERTHRIVE, including: (i) the specifications for all aspects of the manufacturing of such products, (ii) the formula for each of such products/services (which includes a list of ingredients for each such product, including the proportional composition and ratio of such ingredients), (iii) the specifications for labeling and packaging of such products, (iv) any quality control standards for the foregoing, and (v) the specifications of the equipment used for all of the foregoing, all of which are to be provided to Assignee at Closing.

f. “Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administration functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, any foreign government, any State of the United States or any political subdivision thereof, and any court, tribunal or arbitrator(s) of competent jurisdiction.

g. “Intellectual Property Rights” means all of the following in any and all jurisdictions throughout the world: (i) the Marks; (ii) the Patents; (iii) the Copyrights; (iv) the Secret Information; (v) rights of privacy and publicity; (vi) any and all other similar or equivalent rights to the foregoing; and (vii) all causes of action (resulting from past and future infringement thereof), damages, and remedies relating to any and all of the foregoing.

h. “Lien” or “Liens” means any lien, pledge, mortgage, deed of trust, security interest, claim, lease, license, charge, option, right of first refusal, easement, restriction, reservation, servitude, proxy, voting trust or agreement, transfer restriction under any stockholder or similar agreement, or encumbrance of any kind or nature.

i. “Marks” means all trademarks, service marks, corporate names, trade names, slogans, logos, trade dress, Internet domain names, IP addresses, user names, screen names, telephone numbers, Internet and mobile account names (including social media names, “tags,” and “handles”) or other source indicators, and the goodwill associated therewith, whether registered or unregistered, and all registrations or applications for registration thereof.

j. “Owned Intellectual Property Rights” means all Intellectual Property Rights owned or purported to be owned by the Assignor, including the Prior Formula and Formula.

k. “Patents” means all inventions and discoveries (whether or not patentable or reduced to practice), industrial designs, patents, patent applications and all counterparts, provisionals, substitutions, reviews, reissues, reexaminations, divisionals, renewals, extensions, continuations and continuations-in-part thereof.

l. “Permitted Liens” means (i) Liens for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings and for which there is a specific reserve reflected in the Financing Statements, (ii) statutory Liens of landlords with respect to Leased Real Property incurred in the ordinary course of business that are not yet due and payable, or due but not delinquent or being contested in good faith by appropriate proceedings and set forth as a specific reserve on the Financial Statements, (iii) Liens of carriers, warehousemen, mechanics, materialmen, and repairmen incurred in the ordinary course of business and not yet delinquent and reserved against or reflected in the Financial Statements, the existence of which do not contravene, conflict with, or result in a violation of or default under the Lease for the Leased Real Property subject to such Lien, determined without regard to any notice or cure period, (iv) zoning, building or other restrictions, variances, covenants, rights of way, encumbrances, easements and other minor irregularities in title with respect to Leased Real Property, none of which, individually or in the aggregate, interfere in any material respect with the business of the Assignor as conducted at the affected parcel or the present use of or occupancy of the affect parcel by the Assignor in the ordinary course of business and (v) Liens incurred in connection with capital lease obligations of the Assignor.

m. “Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a Governmental Authority or other entity.

n. “Prior Formula” means the product specifications and formulas (including any derivations thereof) that were used prior to January 1, 2014 to produce any product sold, offered for sale and/or proposed for sale by or on behalf of the Company or any Affiliate or Subsidiary of the Company in connection with the trademark SUPERTHRIVE, including: (i) the specifications for all aspects of the manufacturing of such products, (ii) the formula for each of such products/services (which includes a list of ingredients for each such product, including the proportional composition and ratio of such ingredients), (iii) the specifications for labeling and packaging of such products, (iv) any quality control standards for the foregoing, and (v) the specifications of the equipment used for all of the foregoing, all of which are to be provided to Purchaser at Closing to the extent that they exist and in the form in which they exist as of the Closing.

o. “Registered” means issued by, registered with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.

p. “Secret Information” means trade secret (as defined by California Civil Code Section 3426.1) and Confidential Information, including such rights in inventions (whether or not reduced to practice), know-how, customer and supplier lists, technical information, proprietary information, technologies, specifications, processes and formulae (including the Formula), databases and data, whether tangible or intangible, and whether stored, compiled, or memorialized physically, electronically, photographically, or otherwise.

q. “Software” means all (i) computer programs, applications, systems and code, including software implementations of algorithms, models and methodologies, program interfaces, and source code and object code, (ii) Internet and intranet websites, databases and compilations, including data and collections of data, whether machine-readable or otherwise, (iii) development and design tools, library functions and compilers, and (iv) media, documentation, and other works of authorship, including user manuals and training manuals, relating to or embodying any of the foregoing or on which any of the foregoing is recorded.

r. “Subsidiary” shall mean with respect to any Person, any other Person (other than an individual) of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the first Person or one or more of the other Subsidiaries of such Person or a combination thereof, or (ii) if a Person other than a corporation or an individual, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the first Person or one or more Subsidiaries of such Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a Person other than a corporation or an individual if such Person or Persons shall be allocated a majority of the gains or losses of such Person or shall be or control any managing director or general partner of such a Person other than a corporation or an individual.

All capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor’s rights, titles and interests in, to, and under the Assigned IP, including, without limitation, all goodwill associated therewith and all rights of action and remedies for past, present and future infringements of any of the Assigned IP, in each case, free and clear of all Liens (other than Permitted Encumbrances), the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.

3. Recordation. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States of America, the Register of Copyrights of the United States of America, and any other applicable Governmental Authority, issue or transfer the Marks, Patents and Copyrights (as applicable) specified on Schedule A to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this IP Assignment or confirmatory documents prepared for recordation in a specific jurisdiction with all applicable Government Authorities so as to perfect its ownership of the Assigned IP.

4. Domain Names. Assignor shall take all steps as may be necessary or reasonably requested by Assignee to effect the assignment and transfer of the Internet domain names included in the Assigned IP in accordance with the domain name transfer procedures of the applicable domain name registrar and registry, including executing any requested domain name registrar transfer agreements or documents, assignments, lawful oaths, and other papers which Assignee may deem necessary or desirable, arranging for each Internet domain name to be

“unlocked” in preparation for transfer to Assignee, and providing Assignee with the EPP domain authorization codes and any other authorization codes that Assignee may need to initiate the transfer of each Internet domain name to Assignee.

5. Further Assurances. Assignor shall promptly execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate Government Authorities the assignment and transfer of the Assigned IP, including all steps that may be reasonably necessary to effect the foregoing assignment and transfer of the domain names specified on Schedule A hereto in accordance with the domain name transfer procedures of any applicable domain name registrar and registry.

6. Interpretation. The headings preceding the text of Articles and Sections included in this IP Assignment and the headings to Schedules and Exhibits attached to this IP Assignment are for convenience only and shall not be deemed part of this IP Assignment or be given any effect in interpreting this IP Assignment. Terms defined in this IP Assignment in the singular shall include the plural, and vice versa. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this IP Assignment. The use of the terms “including” or “include” shall in all cases herein mean “including, without limitation” or “include, without limitation,” respectively. Reference to any Person includes such Person’s successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement. Reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Reference to any agreement (including this IP Assignment), document or instrument means such agreement, document or instrument as amended or modified and in effect on the date hereof. Underscored references to Articles, Sections, paragraphs, clauses, Exhibits or Schedules shall refer to those portions of this IP Assignment. The use of the terms “hereunder,” “hereof,” “hereto” and words of similar import shall refer to this IP Assignment as a whole and not to any particular Article, Section, paragraph or clause of, or Exhibit or Schedule to, this IP Assignment.

7. Governing Law and Jurisdiction.

a. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of California, both with respect to substantive and procedural issues (including any statutes of limitations), without giving effect to the principles of conflict of Laws thereof.

b. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of any court of the State of California or Federal court of the United States, in each case, sitting in Los Angeles, California, over any suit, action or other proceeding brought by any party arising out of or relating to this IP Assignment, and each of the parties hereto hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts.

8. Binding Effect; Persons Benefiting. This IP Assignment shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns of the parties and such Persons. Nothing in this IP Assignment is intended or shall be construed to confer

upon any Person other than the parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any part hereof.

9. Amendments. This IP Assignment may not be amended, altered or modified except by a written instrument executed by the Assignee and Assignors.

10. Counterparts. This IP Assignment may be executed in counterparts (any one of which may be by email or facsimile), each of which shall be deemed an original and each of which shall constitute one and the same instrument.

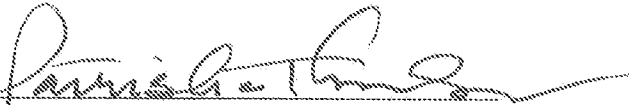
*[Signature Page Follows]*



ASSIGNORS: CERESOLUTIONS, LP

By: Junaceres, LLC

Title: General Partner

By: 

Name: Patrisha Thomson

Title: Manager

*[Signature Page to Intellectual Property Assignment]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and delivered as of the date first written above.

**ASSIGNEE:** PLANTATION PRODUCTS, LLC

By: 



Name: Michael Pietrasewicz

Title: Chief Executive Officer

*[Signature Page to Intellectual Property Assignment]*

Schedule A

## Trademarks

Mark	Jurisdiction	Applicant or Registered Owner	Status	App. No. or Reg. No.	App. Date or Reg. Date
SUPERTHRIVE	United States of America	CERESOLUTIONS, LP	Registered	4571271	July 22, 2014
SUPERTHRIVE	United States of America	CERESOLUTIONS, LP	Registered	3361788	January 1, 2008
VITAMIN INSTITUTE Logo 	United States of America	CERESOLUTIONS, LP	Registered	3635189	June 9, 2009
VI Logo 	United States of America	CERESOLUTIONS, LP	Registered	3635190	June 9, 2009
SUPERTHRIVE	Australia	CERESOLUTIONS, LP	Pending; Filed Notice of Intention to Defend Opposition	1759581	March 17, 2016
SUPERTHRIVE	Canada	CERESOLUTIONS,	Registered	TMA935,8	April 25,

		LP		32	2016
SUPERTHRIVE	China	CERESOLUTIONS, LP	Registered	10348131	February 28, 2013
SUPERTHRIVE in Chinese Characters	China	CERESOLUTIONS, LP	Registered	10348130	February 28, 2013
SUPERTHRIVE	European Union	CERESOLUTIONS, LP	Registered	7313471	May 20, 2009
SUPERTHRIVE	Indonesia	CERESOLUTIONS, LP	Pending	D0020170 04819	January 30, 2017
SUPERTHRIVE	International Registration ("IR")	CERESOLUTIONS, LP	Registered	I.R. 1322417	October 6, 2016
SUPERTHRIVE	Colombia (IR Extension)	CERESOLUTIONS, LP	Pending	I.R. 1322417	October 6, 2016
SUPERTHRIVE	New Zealand (IR Extension)	CERESOLUTIONS, LP	Filed Office Action Response	I.R. 1322417	October 6, 2016
SUPERTHRIVE	Philippines (IR Extension)	CERESOLUTIONS, LP	Registered	I.R. 1322417	February 3, 2017
SUPERTHRIVE	Singapore (IR Extension)	CERESOLUTIONS, LP	Registered	I.R. 1322417	June 1, 2017

SUPERTHRIVE	Vietnam (IR Extension)	CERESOLUTIONS, LP	Pending	I.R. 1322417	October 6, 2016
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**Domain Names**

Domain Name	Expiration Date
SUPERTHRIVE.COM	May 13, 2019

13446-00001/2825221.4