

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463365

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, Inc.		01/11/2016	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	America's Gardening Resource, Inc.		
Street Address:	128 Intervale Avenue		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4162710	KIDS GARDENING HELPING YOUNG MINDS GROW	
Registration Number:	4107133	KIDS GARDEN NEWS	
Registration Number:	4036450	LEADERS IN PLANT-BASED EDUCATION	
Registration Number:	3287178	ADOPT A SCHOOL GARDEN	
Registration Number:	2444890	GARDEN IN EVERY SCHOOL	
Registration Number:	2418965	GROWLAB	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<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:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Lawrence H. Meier, Esq.		
Address Line 1:	199 Main Street		
Address Line 4:	Burlington, VERMONT 05401		
NAME OF SUBMITTER:	Lawrence H. Meier		
SIGNATURE:	/Lawrence H. Meier/		
DATE SIGNED:	02/26/2018		

OP \$165.00 4162710

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of this 11th day of January, 2016 (the "Effective Date") by and between NATIONAL GARDENING ASSOCIATION, INC., a Vermont nonprofit corporation (the "Assignor") and AMERICA'S GARDENING RESOURCE, INC., a Delaware corporation (the "Assignee").

RECITALS

A. The Assignor is the sole owner of all right, title, interest and all goodwill in the trademarks and tradenames, copies of which are attached as Schedule A ("Assignor's Marks");

B. The Assignor agreed to convey, transfer, assign, sell and deliver to the Assignee certain assets including Assignor's Marks; and

C. The Assignor and the Assignee desire to evidence in writing the assignment by the Assignor to the Assignee of Assignor's Marks, and all associated goodwill.

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

Section 1. **Assignment by the Assignor.** The Assignor hereby conveys, delivers, transfers, assigns, sells and delivers to the Assignee :

- (a) all right, title and interest in and to Assignor's Marks (including, without limitation, all logos and other marks using or incorporating Assignor's Marks), along with the goodwill of the business relating to the products and services on which Assignor's Marks are used and, as applicable, for which they are registered, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction; and
- (b) all claims for damages by reason of past infringement thereof related to the Assignor's Marks whether arising prior to or subsequent to the Effective Date with the right to sue for, and collect the same; and
- (c) the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives.

Section 2. **Cooperation.** The Assignor shall execute any documents, including assignments of any existing trademark rights or other forms of protection (including, without limitation, assignments of U.S. trademark(s)), including assistance necessary to prepare, file and prosecute or effectuate a registration of the Trademarks in the United States or elsewhere in the world, in the Assignee's name or the name of a third party, as directed by the Assignee at the sole cost and expense of Assignee.

Section 3. **Assignor Warranties.** Assignor represents and warrants that:

- (a) Assignor owns the entire right, title and interest in and to Assignor's Marks;
- (b) all registrations for Assignor's Marks are currently valid and subsisting and in full force and effect;

- (c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to Assignor's Marks to any other person or entity;
- (d) there is a People's United Bank Security Agreement and UCC Financing Statements No. 10-238642 and 13-257345 filed against the assets of Assignor; otherwise, to the best of Assignor's knowledge, there are no liens or security interests against Assignor's Marks;
- (e) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (f) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

Section 4. **Non-Competition.** Assignor will, as of the Effective Date, permanently cease all use of Assignor's Marks. For avoidance of doubt, Assignor will not make use of, or seek or maintain any registration for, Assignor's Marks or variations thereof which would cause a likelihood of consumer confusion as the source or origin of Assignee's goods and services, including as part of a trademark, service mark, business name, trade name, domain name, URL or tagline. Assignor will not object to, challenge, interfere with or contest Assignee's use or registration of Assignor's marks.

Section 5. **Binding Effect.** All of the terms and provisions of this Trademark Assignment shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

Section 6. **Governing Law; Jurisdiction and Venue.** This Trademark Assignment and all transactions contemplated by this Trademark Assignment shall be governed by, and construed and enforced in accordance with federal law and the internal laws of the state of Vermont without regard to principles of conflicts of laws. ANY CIVIL ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF RECORD OF THE STATE OF VERMONT IN CHITTENDEN COUNTY OR THE UNITED STATES DISTRICT COURT, DISTRICT OF VERMONT. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH VERMONT COURT IN ANY SUCH CIVIL ACTION OR LEGAL PROCEEDING AND WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH CIVIL ACTION OR LEGAL PROCEEDING IN SUCH VERMONT COURT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

**NATIONAL GARDENING ASSOCIATION,
INC.**

By: *Robert Wexler*
Name: ROBERT WEXLER
Title: Asst

ASSIGNEE:

**AMERICA'S GARDENING RESOURCE,
INC.**

By: *James Feinson*
Name: JAMES FEINSON
Title: CEO

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SCHEDULE A

Assignor's Marks

Trademark Registrations	
KIDS GARDENING HELPING YOUNG MINDS GROW	Registration No. 4,162,710
KIDS GARDEN NEWS	Registration No. 4,107,133
LEADERS IN PLANT-BASED EDUCATION	Registration No. 4,036,450
GARDENS FOR ALL	Registration No. 3,761,980
ADOPT A SCHOOL GARDEN	Registration No. 3,287,178
GARDENING WITH KIDS	Registration No. 3,238,700
GARDEN IN EVERY SCHOOL	Registration No. 2,444,890
GROW LAB	Registration No. 2,418,965

Common Law Trademarks
KIDS GARDENING HELPING YOUNG MINDS GROW
KIDS GARDEN NEWS
LEADERS IN PLANT-BASED EDUCATION
GARDENS FOR ALL
ADOPT A SCHOOL GARDEN
GARDENING WITH KIDS
GARDENING IN EVERY SCHOOL
GROW LAB

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