

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIGHTING SCIENCE GROUP CORPORATION		08/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VIVIDGRO, LLC		
Street Address:	113 N. May Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88037263	FLOWERMAX	
Serial Number:	88043308	FLOWER MAX	
Serial Number:	88044342	FLOWER MAX	
Serial Number:	87890057	GROBAR	
Serial Number:	87812552	GROBAR	
Serial Number:	87863370	GRONET	
Serial Number:	87857449	GRONET	
Serial Number:	87857534	GRONET SUPERVISOR	
Serial Number:	87857504	GRONET SUPERVISOR	
Registration Number:	4923418	VIVIDGRO	
Registration Number:	5156099	VIVIDGRO	
Registration Number:	5221923	WEGROW	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		

OP \$315.00 88037263

Address Line 1: c/o Waller Lansden Dortch & Davis, LLP,
Address Line 2: 511 Union Street, Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER: 031385.61464

NAME OF SUBMITTER: Robert P. Felber, Jr.

SIGNATURE: /ROBERT P. FELBER, JR./

DATE SIGNED: 08/29/2018

Total Attachments: 5

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**ASSIGNMENT OF TRADEMARKS, ACCOMPANYING
APPLICATIONS, REGISTRATIONS, AND GOODWILL**

This Assignment of Trademarks and Accompanying Applications, Registrations, and Goodwill (this "Assignment") is entered into as of August 17, 2018 (the "Effective Date"), by and between **LIGHTING SCIENCE GROUP CORPORATION**, a Delaware corporation with offices at 1350 Division Road, Suite 204, West Warwick, Rhode Island 02893 (the "Assignor"), and **VIVIDGRO, LLC**, a Delaware limited liability company with offices at 113 N. May Street, Chicago, Illinois 60607 (the "Assignee"), in accordance with the terms of that certain Contribution Agreement, dated as of August 17, 2018, by and between Assignor and Assignee (the "Contribution Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademarks identified on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks"), the applications and registrations for those Marks, any renewals or extensions of such registrations, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignee is a successor to the portion of the business of Assignor to which the Marks pertain, which business is ongoing and existing, in accordance with the provisions of Section 10 of the Trademark Act of 1946, as amended (15 U.S.C. §1060).

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Contribution Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Contribution Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Contribution Agreement, and with respect to matters addressed in the Contribution Agreement but not addressed herein, the parties hereto agree that the terms of the Contribution Agreement shall control.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

LIGHTING SCIENCE GROUP CORPORATION

VIVIDGRO, LLC

By *Khim Lee*

By *DLF*

Name: Khim Lee

Name: David Friedman

Title: President

Title: Chief Executive Officer

State of Rhode Island)
County of Kent)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared Khim Lee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President (or other officer authorized to execute the instrument) of Lighting Science Group Corporation, the within named Assignor, and that he, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his capacity as President.

Witness my hand and seal, at office in _____, this ___ day of August, 2018.

Notary Public

My Commission Expires: _____

State of Illinois)
)
County of Cook)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared David Friedman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Chief Executive Officer (or other officer authorized to execute the instrument) of VivdGro, LLC, the within named Assignee, and that he as such officer of the Assignee, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as Chief Executive Officer.

Witness my hand and seal, at office in _____, this ___ day of August, 2018.

Notary Public

My Commission Expires: _____

EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS, ACCOMPANYING
APPLICATIONS, REGISTRATIONS, AND GOODWILL

	MARK	JURISDICTION	SERIAL NO. / REGISTRATION NO.	CLASS	FILING DATE / REGISTRATION DATE
1.	VIVIDGRO	Canada	TMA905929	11	June 10, 2015
2.	VIVIDGRO	Canada	1794978	11	August 9, 2016
3.	VIVIDGRO	EUTM	011086808	11	December 28, 2012
4.	VIVIDGRO	EUTM	IR 1322343	11	August 9, 2016
5.	FLOWERMAX	USA	88037263	11	July 13, 2018
6.	FLOWERMAX	USA	88043308	11	July 18, 2018
7.	FLOWERMAX	USA	88044342	11	July 19, 2018
8.	GROBAR	USA	87890057	11	April 24, 2018
9.	GROBAR	USA	87812552	11	February 27, 2018
10.	GRONET	USA	87863370	9	April 4, 2018
11.	GRONET	USA	87857449	9	March 30, 2018
12.	GRONET SUPERVISOR	USA	87857534	9	March 30, 2018
13.	GRONET SUPERVISOR	USA	87857504	9	March 30, 2018

	MARK	JURISDICTION	SERIAL NO. / REGISTRATION NO.	CLASS	FILING DATE / REGISTRATION DATE
14.	VIVIDGRO	USA	4923418	11	March 22, 2016
15.	VIVIDGRO	USA	5156099	11	March 7, 2017
16.	WEGROW	USA	5221923	9	June 13, 2017