

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Mulch Company, Inc.		09/28/2018	Corporation:
Pac-A-Way, Inc.		09/28/2018	Corporation:
RECEIVING PARTY DATA			
Name:	LTR Products, LLC		
Street Address:	600 River Avenue, 3rd Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87452000	ECOSPROUT	
Registration Number:	5234165	GARDENCOIR	
Serial Number:	87452021	GREENSPROUT	
Serial Number:	87296780	LANDSCAPES	
Registration Number:	4724521	LASTING BEAUTY	
Registration Number:	4642831	LOOKS LIKE REAL WOOD MULCH	
Registration Number:	4994826	LUMINITE	
Registration Number:	3094248	NUPLAY	
Registration Number:	3551789	NUSCAPE	
Registration Number:	4809231		
Registration Number:	3990720	RE-PLAY	
Registration Number:	3083389	RUBBERIFIC	
Registration Number:	4590192	RUBBERIFIC	
Registration Number:	4800351	RUBBERIFIC	
Registration Number:	2665542	RUBBERIFIC MULCH	
Serial Number:	86608898	SEED BOOSTER	
Registration Number:	4809223	SIGNATURE SERIES	

OP \$440.00 87452000

CORRESPONDENCE DATA**Fax Number:** 9197814865*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.***Phone:** 919-781-4000**Email:** ndhillon@wyrick.com**Correspondent Name:** WYRICK ROBBINS YATES & PONTON LLP**Address Line 1:** 4101 Lake Boone Trail**Address Line 2:** Suite 300**Address Line 4:** Raleigh, NORTH CAROLINA 27607**ATTORNEY DOCKET NUMBER:** 023690.006**NAME OF SUBMITTER:** Devon E. White**SIGNATURE:** /dew/**DATE SIGNED:** 10/03/2018**Total Attachments: 9**

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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (this “**Agreement**”), dated as of September 28, 2018, is by and among International Mulch Company, Inc., d/b/a IMC Outdoor Living, a Missouri corporation (“**IMC**”), Pac-A-Way, Inc., a Missouri corporation (together with IMC, “**Assignors**”), and LTR Products, LLC, a Delaware limited liability company (“**Assignee**”).

Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignee, Assignors, Michael Miller and Cindy Miller, and Liberty Tire Services, LLC, pursuant to which Assignors have agreed to sell, assign and transfer substantially all of the assets used or held for use by Assignor in the conduct of its business as a going concern, including all of its Intellectual Property, to Assignee, and Assignee has agreed to purchase such assets, including the Intellectual Property, from Assignors.

Pursuant to the Purchase Agreement, Assignee has acquired all right, title and interest in and to the Intellectual Property, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition with the United States Patent and Trademark Office and any equivalent entity in any other jurisdiction.

In consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby covenant and agree as follows:

1. **Assignment of Trademarks.** Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignors sell, transfer, convey, assign and deliver to Assignee and Assignee accepts all right, title and interest of Assignors in and to: (i) the trademarks and trademark applications set forth in the attached Schedule A, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of such trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. **Assignment of Patents.** Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignors sell, transfer, convey, assign and deliver to Assignee and Assignee accepts the entire right, title and interest of Assignors in and to (i) the patents and patent applications set forth in the attached Schedule B; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter

due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

3. **Assignment of Copyrights.** Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignors sell, transfer, convey, assign and deliver to Assignee and Assignee accepts all right, title and interest of Assignors in and to: (i) the copyrights and copyright registrations set forth in the attached Schedule C; (ii) all extensions or renewals thereof, in each case whether published or unpublished; (iii) all licenses for the use of such copyrights; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

4. **Further Assurances.** At any time, and from time to time hereafter, Assignors shall forthwith, upon Assignee's written request and at its sole expense, take any and all steps reasonably requested by the Assignee, including, without limitation, the execution, acknowledgment and delivery to the Assignee of any and all further instruments, documents and assurances, to vest the Intellectual Property and related rights in the Assignee or to perfect and record this Agreement, and to facilitate the Assignee's enjoyment and enforcement of the Intellectual Property. Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officer and agent as Assignors' agent and attorney in fact, to act for and on their behalf and stead to execute and file any such instruments, documents and assurances and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright, trademark or service mark registrations or transfers or assignments thereof or of any other Intellectual Property with the same legal force and effect as if executed by Assignors. This appointment is coupled with an interest in and to the Intellectual Property and shall be irrevocable.

5. **Severability.** Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

6. **Purchase Agreement.** This Agreement is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Purchase Agreement. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Purchase Agreement.

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

8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, (i) the laws of the United States in respect to trademark, patent and copyright issues, and (ii) the internal laws of the State of Delaware in all other respects without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

9. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if each of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or via e-mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[The remainder of this page intentionally left blank.]

The parties, each intending to be legally bound by this Assignment of Intellectual Property Agreement, have executed this Assignment of Intellectual Property Agreement as of the date first identified in the first sentence of this Assignment of Intellectual Property Agreement.

ASSIGNORS:

INTERNATIONAL MULCH COMPANY, INC.

By: 
Cindy F. Miller, Chief Executive Officer

PAC-A-WAY, INC.

By: 
Cindy F. Miller, Chief Executive Officer

ASSIGNEE:

LTR PRODUCTS, LLC

By: _____
Thomas Womble, Chief Executive Officer

The parties, each intending to be legally bound by this Assignment of Intellectual Property Agreement, have executed this Assignment of Intellectual Property Agreement as of the date first identified in the first sentence of this Assignment of Intellectual Property Agreement.

ASSIGNORS:

INTERNATIONAL MULCH COMPANY, INC.

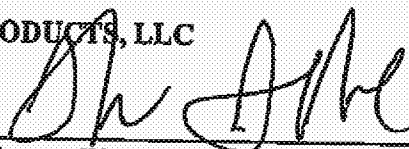
By: _____
Cindy F. Miller, Chief Executive Officer

PAC-A-WAY, INC.

By: _____
Cindy F. Miller, Chief Executive Officer

ASSIGNEE:

LTR PRODUCTS, LLC

By: 

Thomas Womble, Chief Executive Officer

Schedule A

Trademarks

Trademark	Status	Application Number/Date	Registration Number/Date	Country
ECOSPROUT	Allowed	87/452,000 May 16, 2017		United States
GARDENCOIR	Registered	87/184,221 September 27, 2016	5,234,165 June 27, 2017	United States
GREENSPROUT	Allowed	87/452,021 May 16, 2017		United States
GROUNDSCAPES	Allowed	87/296,780		United States
LASTING BEAUTY	Registered	86/022,607 July 29, 2013	4,724,521 April 21, 2015	United States
LOOKS LIKE REAL WOOD MULCH	Registered	86/346,823 July 24, 2014	4,642,831 November 18, 2014	United States
LUMINITE	Registered	86/724,128 August 13, 2015	4,994,826 July 5, 2016	United States
NUPLAY	Registered	78/485,459 September 17, 2004	3,094,248 May 16, 2006	United States
NUSCAPE	Registered	78/459,146 July 29, 2004	3,551,789 December 23, 2008	United States
Packaging Elements Logo	Registered	86/114,244 November 8, 2013	4,809,231 September 8, 2015	United States
RE-PLAY	Registered	77/854,755 October 22, 2009	3,990,720 July 5, 2011	United States
RUBBERIFIC	Registered	1156170 October 18, 2002	TMA596962 December 9, 2003	Canada
RUBBERIFIC	Registered	002900439 October 21, 2002	002900439 November 16, 2004	European Union (Community)
RUBBERIFIC	Registered	78/180,710 October 31, 2002	3,083,389 April 18, 2006	United States
RUBBERIFIC	Registered	86/046,691 August 23, 2013	4,590,192 August 19, 2014	United States
RUBBERIFIC & design	Registered	86/114,158 November 8, 2013	4,800,351 August 25, 2015	United States

RUBBERIFIC MULCH	Registered	76/228,466 March 19, 2001	2,665,542 December 24, 2002	United States
SEED BOOSTER	Allowed	86/608,898 April 24, 2015		United States
SIGNATURE SERIES	Registered	86/110,962 November 5, 2013	4,809,223 September 8, 2015	United States

Schedule B

Patents

Patent Title	Application No./ Filing Date	Patent No./ Publication Date	Owner	Status	Jurisdiction	Patent Type
Landscape Edging	29/454,419 May 9, 2013	D735,365 July 28, 2015	IMC	Issued	USA	Design
Landscape Edging	153727 November 5, 2013	153,727 January 12, 2015	IMC	Issued	Canada	Design
Rubber Landscape Paver	201513874 July 31, 2015	364,758 October 15, 2015	IMC	Issued	Australia	Design
Rubber Landscape Paver	201515214 July 31, 2015	364,976 October 28, 2015	IMC	Issued	Australia	Design
Rubber Landscape Paver	201515215 July 31, 2015	364,977 October 27, 2015	IMC	Issued	Australia	Design
Rubber Landscape Paver	163665 July 31, 2015	163,665 July 22, 2016	IMC	Issued	Canada	Design

Schedule C

Copyrights

Title	Registration Number	Status	Country
Rubberific Packaging Black	VA-1-908-252	Registered	United States
Rubberific Signature Series Packaging Black	VA-1-917-026	Registered	United States
Rubberific Signature Series Packagin Redwood	VA-1-908-248	Registered	United States