

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Domenic Carapella		10/10/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Greenplay Organics LLC		
Street Address:	6 Hawthorne Avenue		
City:	Merrick		
State/Country:	NEW YORK		
Postal Code:	11566		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4934197	GREENPLAY	
Serial Number:	86680253	NATUREFILL	
Registration Number:	5106375	G2O	
Registration Number:	5351879	CORKONUT	
Serial Number:	87886740	VERA LAWN	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 South College Street		
Address Line 2:	IP Department, 23rd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/cgz/		
DATE SIGNED:	11/09/2018		

CH \$140.00 4934197

Total Attachments: 5

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Member Intellectual Property Assignment Agreement

This MEMBER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is entered into as of October 18, 2018, by and between Greenplay Organics LLC, a New York limited liability company (the "Assignee"), and Domenic Carapella, an individual of New York State (the "Assignor"). All capitalized terms used but not defined in this Member Intellectual Property Assignment Agreement shall have the meanings set forth in the Purchase Agreement, as defined below.

WHEREAS, the parties, along with G2 Greenplay Organics, LLC ("G2"), have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") and that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement");

WHEREAS, Assignor is the sole member of Assignee and, to effectuate the Purchase Agreement and transactions contemplated by it, Assignor desires to assign its interest in the Member Intellectual Property Registrations to Assignee.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged by Assignor and Assignee, Assignor hereby assigns, transfers, and sets over to Assignee all of the Member Intellectual Property Registrations, including the trademarks, domain names, and all rights in the websites listed on Schedule A hereto, together with the goodwill of the business symbolized by the Member Intellectual Property Registrations, and any and all claims and choses in action, whether at law or in equity, for past and future infringement or dilution of the Member Intellectual Property Registrations, for past and future acts of unfair competition related to the Intellectual Property, and for any and all other past and future acts related to the Member Intellectual Property Registrations and giving rise to any remedy by statute or otherwise all causes of action, as well as the right to retain the proceeds therefrom.

Assignor shall execute and deliver, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transactions contemplated hereby. Assignor also specifically agrees to unlock or cause to be unlocked all domain names being transferred herein, obtain transfer authorization codes, provide such authorization codes to a designee of G2, provide any necessary user names and passwords to G2 and timely respond to all emails, or other communications, from G2 or the registrar(s) of said domain names to effectuate ultimate transfers of the domain names to G2. All costs, expenses and responsibility of determining whether confirmatory assignments are necessary, preparing confirmatory assignments, and filing the same shall be borne by Assignor.

This Member Intellectual Property Assignment Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of New York. In the event of a conflict between any of the terms and provisions hereof and the Purchase Agreement, the Purchase Agreement shall be deemed to control.

[signatures on following pages]

Schedule A

Registered/Filed Trademarks

Word Mark	Registration Number	Serial Number
GREENPLAY	4934197	86665313
NATUREFILL		86680253
G2O	5106375	86830223
CORKONUT	5351879	87239916
VERA LAWN		87886740

Websites and Internet Domain Name Registrations

1. Veralawn.com
2. Greenplayusa.com

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