

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenplay Organics LLC		10/10/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	G2 Greenplay Organics, LLC		
Street Address:	146 Fairchild Street		
Internal Address:	Suite 150		
City:	Daniel Island		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	Limited Liability Company: DELAWARE		
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/		

CH \$140.00 4934197

DATE SIGNED:	11/09/2018
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Total Attachments: 4

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Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is entered into as of October 18, 2018, by and between G2 Greenplay Organics, LLC, a Delaware limited liability company (the "Buyer"), and Greenplay Organics LLC, a New York limited liability company (the "Seller"). All capitalized terms used but not defined in this Intellectual Property Assignment Agreement shall have the meanings set forth in the Purchase Agreement, as defined below.

WHEREAS, the parties 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"); and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged by the Seller and the Buyer, the Seller hereby assigns, transfers, and sets over to the Buyer all Intellectual Property owned, used or held for use by the Seller, 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 Intellectual Property, and any and all claims and choses in action, whether at law or in equity, for past and future infringement or dilution of the Intellectual Property, 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 Intellectual Property and giving rise to any remedy by statute or otherwise all causes of action, as well as the right to retain the proceeds therefrom.

The Seller shall execute and deliver, from time to time after the date hereof upon the request of the Buyer, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transactions contemplated hereby. The Seller 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 the Buyer, provide any necessary user names and passwords to the Buyer and timely respond to all emails, or other communications, from the Buyer or the registrar(s) of said domain names to effectuate transfers of the domain names to the Buyer. All costs, expenses and responsibility of determining whether confirmatory assignments are necessary, preparing confirmatory assignments, and filing the same shall be borne by the Seller.

This 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 South Carolina. 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]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed by their respective authorized officers as of the date first above written. This Intellectual Property Assignment Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement. This Intellectual Property Assignment Agreement may be executed by facsimile signature or electronic signature which shall have the same force and effect as an original signature.

BUYER:

G2 GREENPLAY ORGANICS, LLC

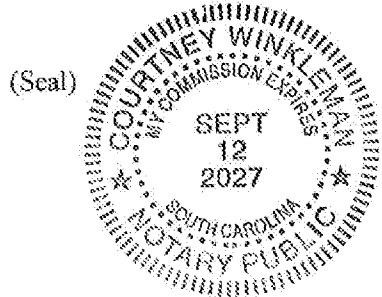
By: *Justin Reddy*
Name: Justin Reddy
Title: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF Beneley)

ACKNOWLEDGMENT

I, Courtney Winkelman Notary Public for the State of South Carolina, do hereby certify that the above-named Justin Reddy, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The above-indicated individual is duly authorized to execute this document singly on behalf of Buyer and executed this document of his own free will.

Witness my hand and official seal this the 11th day of October, 2018.



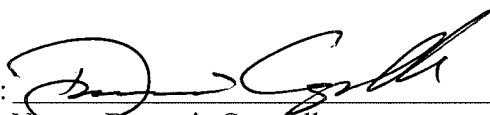
Courtney Winkelman
Signature of Notary
My Commission Expires: 09/12/27

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed by their respective authorized officers as of the date first above written. This Intellectual Property Assignment Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement. This Intellectual Property Assignment Agreement may be executed by facsimile signature or electronic signature which shall have the same force and effect as an original signature.

SELLER:

GREENPLAY ORGANICS LLC

By: 
Name: Domenic Carapella
Title: Member

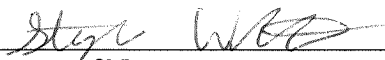
STATE OF NEW YORK)
)
COUNTY OF Nassau)

ACKNOWLEDGMENT

I, Stephen Weinstein, Notary Public for the State of New York, do hereby certify that the above-named Domenic Carapella, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The above-indicated individual is duly authorized to execute this document singly on behalf of Seller and executed this document of his own free will.

Witness my hand and official seal this the 10 day of October, 2018.

(Seal)


Signature of Notary
My Commission Expires: _____

STEPHEN WEINSTEIN
Notary Public, State of New York
No. 01WE6344993
Qualified in Suffolk County
Commission Expires July 18, 2020

[Signature Page to Intellectual Property Assignment Agreement]

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