

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IP Holdings, LLC		06/04/2018	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HGCI, Inc.		
<b>Street Address:</b>	3993 Howard Hughes Parkway, Suite 250		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89169		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87977865	IDEAL-AIR	
<b>Serial Number:</b>	87823427	PRO HORT	
<b>Serial Number:</b>	87902133	FLOWER POWER	
<b>Serial Number:</b>	87910515	LEVEL LIFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9376447568		
<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>			
<b>Phone:</b>	9375781547		
<b>Email:</b>	trademarks@scotts.com		
<b>Correspondent Name:</b>	Abigail Picotte		
<b>Address Line 1:</b>	3993 Howard Hughes Parkway, Suite 250		
<b>Address Line 4:</b>	Las Vegas, NEVADA 89169		
<b>NAME OF SUBMITTER:</b>	Abigail Picotte		
<b>SIGNATURE:</b>	/abigail picotte/		
<b>DATE SIGNED:</b>	12/03/2018		
<b>Total Attachments: 5</b>			
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## CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT ("Confirmatory Assignment") is made and entered into as of June 4, 2018 ("Effective Date") by and between Sunlight Supply, Inc., a Washington corporation ("Sunlight Supply"), IP Holdings, L.L.C., a Washington limited liability company ("IP Holdings", and together with Sunlight Supply, the "Company"), and HGCI, Inc., a Nevada corporation ("Assignee").

WHEREAS, the Company conveyed, transferred and assigned to Assignee all Company's right, title and interest in and to certain trademarks and related trademark applications and registrations, as defined in a certain Purchase Agreement, dated April 12, 2018 (the "Purchase Agreement"), by and among the Company and Hawthorne Hydroponics LLC, a Delaware limited liability company and certain other parties thereto, including, but not limited to, those trademark applications and trademark registrations identified in Schedule A of the Purchase Agreement (the "Assigned Trademarks");

WHEREAS, there were certain trademark applications and registrations that were conveyed, transferred and assigned by Company to Assignee through the Purchase Agreement but such applications and registrations were not itemized on Schedule A and the Parties desire to amend Schedule A to add these applications and registrations to allow Assignee to be able to record the assignment with various trademark offices and update ownership accordingly.

NOW, THEREFORE, for valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company and Assignee agree as follows:

1. The Company hereby sold, assigned, and transferred to Assignee, and its lawful successors and assigns, the Company's entire right, title, and interest throughout the world in and to the Assigned Trademarks, including without limitation any and all registrations, applications, and/or common law rights for the Assigned Trademarks, and including those Assigned Trademarks contained on the Schedule attached to this Confirmatory Assignment, together with all of the goodwill of the Company's business symbolized by or associated with the Assigned Trademarks, and any and all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, with the right to bring actions and recover damages for any past, present, or future infringement or other violation thereof.

2. The Company hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Trademarks, including those Assigned Trademarks on the Schedule attached hereto to this Confirmatory Assignment, and to issue any and all Assigned Trademarks to Assignee, its successors and assigns, in accordance with the terms of the Assignment and this Confirmatory Assignment, as assignee of the Company's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Confirmatory Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. The Company will, at the reasonable request and sole expense of Assignee, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a jurisdiction-by-jurisdiction basis, to assist Assignee in obtaining, perfecting, sustaining, or enforcing the Assigned Trademarks. If Assignee is unable for any reason, after reasonable effort, to secure the Company's signature on any document in connection with the actions specified above, the Company hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Company.

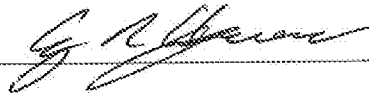
4. Each Party agrees that governing law, venue and all legal proceedings concerning the construction, validity, enforcement and interpretation of this Confirmatory Assignment (whether brought against a Party to this Confirmatory Assignment or its respective affiliates, directors, officers, stockholders, employees or agents) will be determined in accordance with and subject to Sections 9.8 and 9.9 of the Purchase Agreement. This Confirmatory Assignment is executed and delivered in connection with the Purchase Agreement, and is subject to every agreement, representation, warranty, indemnity, covenant, and provision contained in the Purchase Agreement. In the event of any ambiguity, conflict, or inconsistency between the terms of this Confirmatory Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement, as applicable, will govern and control. This Confirmatory Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this Confirmatory Assignment shall not waive any of its rights under such terms or provisions. This Confirmatory Assignment shall bind and inure to the benefit of the respective Parties and their respective assigns, transferees and successors.

5. This Confirmatory Assignment may be executed in counterparts, each of which, including those received via facsimile transmission or email (including in PDF format), shall be deemed an original, and all of which shall constitute one and the same Confirmatory Assignment.

[Signature page follows]

IN WITNESS WHEREOF, each Party hereto has caused this Confirmatory Assignment to be executed by a duly authorized officer on the dates specified below.


**SUNLIGHT SUPPLY, INC.**

By: 

Name: Craig Hargreaves

Title: President

**IP HOLDINGS, LLC**

By: 

Name: Craig Hargreaves

Title: President

Acknowledged and accepted by:

HGCI, INC.

By: Mindy Waiser

Name: Mindy Waiser

Title: Secretary

Date: 11/3/18

SCHEDULE

Assigned Trademark Registrations And Applications

Jurisdiction	Mark	Status	Trademark registration number or application serial number	Registration or Filing Date
U.S.	IDEAL-AIR	Pending	App. No. 87-977865	Dec. 6, 2016  (division of 87-258883)
U.S.	PRO HORT	Pending	App. No. 87-823427	March 7, 2018
U.S.	FLOWER POWER	Pending	App. No. 87-902133	May 1, 2018
U.S.	LEVEL LIFT	Pending	App. No. 87-910515	May 7, 2018
EM	SUPER SPROUTER and Design	Registered	Reg. No. 017879306	October 9, 2018
CN	LEC (stylized)	Pending	App. No.: 31097253	May 23, 2018
CN	PAR PRO	Pending	App. No.: 30288384	April 17, 2018
CA	PAR PRO	Pending	App. No. 1893430	April 12, 2018