

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506749

<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>
GrowGeneration HG Corp.		12/17/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GrowGeneration Corp.		
<b>Street Address:</b>	1000 W. Mississippi Avenue		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80223		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88053303	HEAVYGARDENS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602758299		
<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>	860-275-8285		
<b>Email:</b>	jscheib@rc.com		
<b>Correspondent Name:</b>	Jacqueline P. Scheib		
<b>Address Line 1:</b>	280 Trumbull Street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Jacqueline P. Scheib		
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/		
<b>DATE SIGNED:</b>	01/22/2019		
<b>Total Attachments: 1</b>			
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OP \$40.00 88053303

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), dated as of December 17, 2018 (the "Effective Date"), is entered into by and among GrowGeneration HG Corp., a Delaware corporation ("Assignor"), and GrowGeneration Corp., a Colorado corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark HEAVYGARDENS and the U.S. federal service mark application (Appl. No. 88/053,303) (the "Trademark"); and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Trademark to Assignee and Assignee desires to accept such assignment and to assume all liabilities and obligations of Assignor associated with the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademark, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid application, all common law rights associated with the Trademark, the right to sue for past and future infringement, and the goodwill of the business connected with the use of, and symbolized by the Trademark.

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

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without regard to any conflicts of law provisions of such state.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

GROWGENERATION HG CORP.

By: \_\_\_\_\_

Name: M. W. Salame  
Title: President

GROWGENERATION CORP.

By: \_\_\_\_\_

Name: M. W. Salame  
Title: President

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