

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509529

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Earth Minded LLC | | 12/29/2016 | Limited Liability Company: DELAWARE |
| Greif Packaging LLC | | 12/29/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Earthmark LLC | | |
| Street Address: | 1000 Alpha Drive | | |
| City: | Delaware | | |
| State/Country: | OHIO | | |
| Postal Code: | 43015 | | |
| Entity Type: | Limited Liability Company: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4190991 | RAINSTATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2028611783 | | |
| <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: | 202-861-1500 | | |
| Email: | bhipdocket@bakerlaw.com, skim@bakerlaw.com | | |
| Correspondent Name: | Mark H. Tidman | | |
| Address Line 1: | 1050 Connecticut Avenue, NW | | |
| Address Line 2: | Suite 1100 | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 069145.000065 | | |
| NAME OF SUBMITTER: | Mark H. Tidman | | |
| SIGNATURE: | /Mark H. Tidman/ | | |
| DATE SIGNED: | 02/11/2019 | | |
| Total Attachments: 8 | | | |
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (this "IP Assignment"), dated as of December 29, 2016, is made by Earth Minded LLC, a Delaware limited liability company ("EM"), and Greif Packaging LLC, a Delaware limited liability company ("Greif"), and together with EM, the "Sellers" and each of Greif and EM individually, a "Seller", in favor of Earthmark, LLC, an Ohio limited liability company ("Purchaser"), the purchaser of certain assets of EM pursuant to the Purchase Agreement, dated as of the date hereof, by and between EM and Purchaser (the "Purchase Agreement"). The Sellers and Purchaser are referred to together herein as the "Parties" or individually as a "Party".

WHEREAS, under the terms of the Purchase Agreement, EM has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of EM and has agreed to cause Greif to convey, transfer and assign, certain intellectual property of Greif, and EM has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Sellers hereby irrevocably convey, transfer and assign to Purchaser, and Purchaser hereby accepts, all of the Sellers' right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) all rights of any kind whatsoever of a Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Sellers authorize the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Upon the request of Purchaser, the Sellers shall take such reasonable and customary steps and actions following the date hereof, including the execution of any

documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission (including PDF format) shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

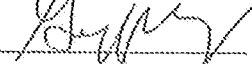
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sellers have duly executed and delivered this IP Assignment as of the date first above written.

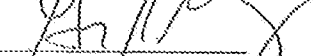
Earth Minded LLC

By: 

Name: Gary Martz

Title: Secretary

Greif Packaging LLC

By: 

Name: Gary Martz

Title: Secretary

AGREED TO AND ACCEPTED:

Earthmark LLC

By: _____

Name: Edwin Beck

Title: Managing Member and President

IN WITNESS WHEREOF, the Sellers have duly executed and delivered this IP Assignment as of the date first above written.

Earth Minded LLC

By: _____

Name:

Title:

Greif Packaging LLC

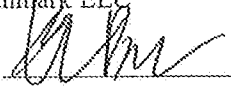
By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

Earthmark LLC

By:  _____

Name: Edwin Beck

Title: Managing Member and President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

| Title | Country | Application Number | Filing Date | Patent Number | Issue Date | Owner | Status |
|---|---------------------------|--------------------|-------------|---------------|------------|---------------------|---------|
| Rain Barrel | United States | 29/337,013 | 05/13/2009 | D628,762 | 12/07/2010 | Greif Packaging LLC | Granted |
| Diverter and Lid Assembly for Use with a Rain Barrel Device and System. | United States | 12/779,347 | 05/13/2010 | 8,739,817 | 06/03/2014 | Earth Minded LLC | Granted |
| Rainwater Collection Barrel | European Community Design | 001635079 | 11/12/2009 | 001635079 | 11/12/2009 | Greif Packaging LLC | Granted |
| Rainwater Collection Barrel | Mexico | MX/f/2009/002468 | 11/12/2009 | 33750 | 06/27/2011 | Greif Packaging LLC | Granted |
| Rainwater Collection Barrel | Canada | 132945 | 11/12/2009 | 132945 | 10/13/2010 | Greif Packaging LLC | Granted |
| Diverter and Lid Assembly for Use with a | Canada | 2,761,882 | 05/13/2010 | 2,761,882 | 09/08/2015 | Earth Minded LLC | Filed |

| Title | Country | Application Number | Filing Date | Patent Number | Issue Date | Owner | Status |
|--|----------------------------|--------------------|-------------|----------------|------------|------------------|---------|
| Rain Barrel Device and System | | | | | | | |
| Diverter and Lid Assembly for Use with a Rain Barrel Device and System | China P.R. | 201080021142.6 | 05/13/2010 | 201080021142.6 | 09/03/2014 | Earth Minded LLC | Granted |
| Diverter and Lid Assembly for Use with a Rain Barrel Device and System | Mexico | MX/a/2011/012085 | 05/13/2010 | 323944 | 09/26/2014 | Earth Minded LLC | Granted |
| Diverter and Lid Assembly for Use with a Rain Barrel Device and System | European Patent Convention | 10775544.9 | 05/13/2010 | | | Earth Minded LLC | Filed |
| Diverter and Lid Assembly for Use with a | United States | 14/295,042 | 06/03/2014 | | | Earth Minded LLC | Filed |

| Title | Country | Application Number | Filing Date | Patent Number | Issue Date | Owner | Status |
|--|------------|--------------------|-------------|---------------|------------|------------------|--------|
| Rain Barrel Device and System | | | | | | | |
| Diverter and Lid Assembly for Use with a Rain Barrel Device and System | China P.R. | 201410393747.8 | 05/13/2010 | | | Earth Minded LLC | Filed |

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

| Country | Trademark | Status | App. No. | Filing Date | Owner |
|--------------------|------------------|---------------|-----------------|--------------------|------------------|
| U.S. | RAINSTATION | Registered | 77791534 | 28-July-2009 | Earth Minded LLC |
| The European Union | RAINSTATION | Registered | 008513665 | 22-Oct-2010 | Earth Minded LLC |
| Canada | RAINSTATION | Registered | 1447473 | 23-Feb-2011 | Earth Minded LLC |