

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/01/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUWANEE RIVER MULCH, LLC		08/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE MULCH AND SOIL COMPANY, LLC		
Street Address:	4353 MICHIGAN LINK		
City:	FORT MYERS		
State/Country:	FLORIDA		
Postal Code:	33916		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3823325	PURE ORGANIC	
Registration Number:	3690794	WATER WISE	
Registration Number:	2943741	JUNGLE GROWTH	
CORRESPONDENCE DATA			
Fax Number:	9545226507		
<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:	9547633303		
Email:	info@mhdpatents.com		
Correspondent Name:	Mark D. Bowen		
Address Line 1:	4901 NW 17th Way, Suite 308		
Address Line 4:	Fort Lauderdale, FLORIDA 33309		
NAME OF SUBMITTER:	Mark D. Bowen		
SIGNATURE:	/mark d. bowen/		
DATE SIGNED:	02/27/2019		
Total Attachments: 5			
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NUNC PRO TUNC
ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective Nunc Pro Tunc as of the Effective Date, by and between the following parties:

ASSIGNOR: SUWANNEE RIVER MULCH, LLC, a Delaware limited liability company ("Assignor"), and

ASSIGNEE: THE MULCH AND SOIL COMPANY, LLC a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property described more fully in this Assignment; and

WHEREAS, Assignee desires to acquire full ownership of such Intellectual Property under the terms and conditions of this Assignment;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the recitals and of the respective covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, free of all encumbrances, all right, title and interest, and the goodwill of the business associated therewith, of Assignor, in the U.S. and in all foreign countries, in and to all Intellectual Property, including common law rights, and the right to sue for past infringement thereof and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and including, but not limited to, Intellectual Property specifically identified in Exhibit A (collectively referred to herein as the "IP").

2. Additional Assurances. Assignor agrees, at the request and expense of Assignee, to perform such proper additional acts, and to execute such additional documents as are deemed necessary by the governmental agencies having jurisdiction over the IP to effect the transfer of all of the Assignor's right, title and interest therein to Assignee, its successors and assigns. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all rights issuing from applications pending among such IP. Assignor further represents and warrants that it has not granted any rights inconsistent with the rights granted herein.

3. Severability. Every provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality invalidity shall not affect the validity or legality of the remainder of this Assignment.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Assignor and Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in any number of counterparts and any party thereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Assignment or any counterpart hereof to produce or account for any of the other counterparts.

7. Effective Date. This Assignment shall be effective as of August 1, 2018 (the "Effective Date").


[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first above written.

ASSIGNOR:

SUWANNEE RIVER MULCH, LLC

By: Suwannee Lumber Holding Company, LLC
Its: Managing Member

By: 
Name: Charles Miller
Title: Secretary

ASSIGNEE:

THE MULCH AND SOIL COMPANY, LLC


By: 
Name: Mark West
Title: CEO

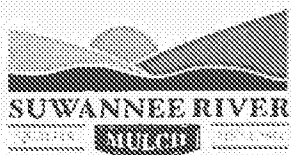
Exhibit A

Intellectual Property

The trademark/word mark of "Jungle Growth" (registration number 2943741 in the United States Patent and Trademark Office)

The trademark/word mark of "Water Wise" (registration number 3690794 in the United States Patent and Trademark Office)

The trademark/word mark of "Pure Organic" (registration number 3823325 in the United States Patent and Trademark Office)

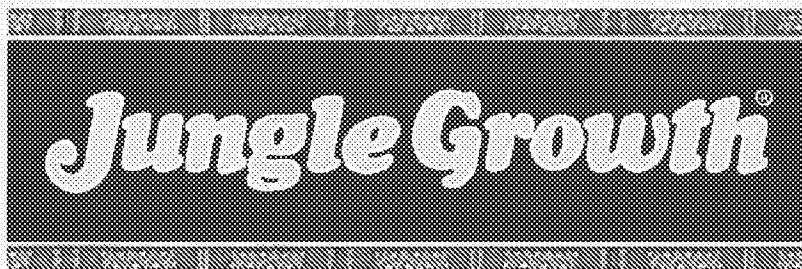
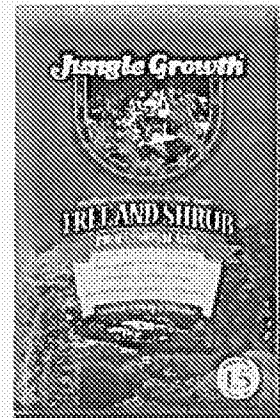
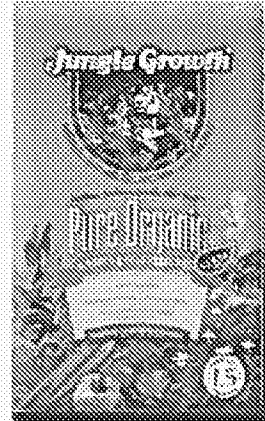
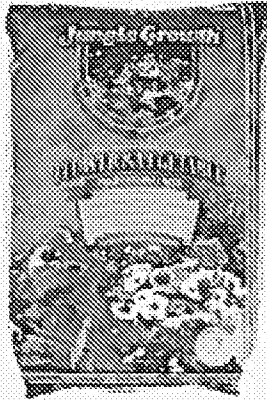


Assignment of Intellectual Property
Suwannee River Mulch, LLC to The Mulch and Soil Company, LLC
Exhibit A

TRADEMARK
REEL: 006575 FRAME: 0875

Exhibit A

Intellectual Property
(including Trade Dress)



Assignment of Intellectual Property
Suwannee River Mulch, LLC to The Mulch and Soil Company, LLC
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