

900493549 04/10/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518362

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Circle Growers, Inc.		03/26/2019 <i>KAC</i> 03/18/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	H-E-B, LP		
Street Address:	646 South Flores		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78204		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87807224	MAX & MILES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(512) 322-5200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Sherri L. Eastley		
Address Line 1:	600 Congress Avenue, Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	HEBT510		
NAME OF SUBMITTER:	Kimberlie Cilino		
SIGNATURE:	/kac/		
DATE SIGNED:	04/10/2019		
Total Attachments: 1			
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OP \$40.00 87807224

Trademark Assignment

WHEREAS, Green Circle Growers, Inc., an Ohio corporation, having an address of 51051 US Highway 20, Oberlin, Ohio 44074 (hereinafter "Assignor") is the owner of the marks MAX & MILES,



ROOTED IN STYLE, and the associated design mark (in all color variations): (collectively the "Marks") for Live plants, live flowers, live orchids, live succulents, and live cactus, and the owner of the associated U.S. Trademark Application No. 87807224 for the mark MAX & MILES (the "Application") for the goods listed therein and based on use of the mark in commerce under Section 1(a); and

WHEREAS, H-E-B, LP, a Texas limited partnership having an address of 646 South Flores, San Antonio, Texas 78204 USA (hereinafter "Assignee") is desirous of acquiring all right, title and interest in and to the Marks and the Application;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks and the Application, together with the goodwill of the business associated with the Marks and the right to sue for past infringement of the Marks.

Notwithstanding anything to the contrary contained herein, the Marks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Marks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancelation or abandonment of such trademark applications.

Assignor further covenants and agrees, for itself and for its successors and assigns, that, at Assignee's reasonable request, it will execute and deliver all applications, declarations, assignment documents and other instruments as may be necessary or advisable to secure for or vest in Assignee, its successors or assigns, all right, title and interest in and to any application for registration, certificate of registration, trademark right or other right or property covered by this Assignment, and H-E-B shall be responsible for any costs or expenses associated therewith.

Green Circle Growers, Inc.

H-E-B, LP

By: [Signature] 3-18-19
Signature Date

By: [Signature] 3-26-19
Signature Date

MAXWELL SASSER
Printed Name Title
DIRECTOR OF SALES & MARKETING

Joe Don Zerbe Director
Printed Name Title
Blom, Flora