

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATC Realty Nine, Inc.		12/21/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Altman Specialty Plants, LLC		
Street Address:	3742 Blue Bird Canyon Road		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92084		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3573901	COLOR SPOT	
Registration Number:	2234956	SILVERADO	
Registration Number:	2196506	STAR SERIES	
Serial Number:	86410665	WATERBUSTER	
CORRESPONDENCE DATA			
Fax Number:	7605109049		
<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:	7607448191 x156		
Email:	tprows@altmanplants.com		
Correspondent Name:	Tex Prows		
Address Line 1:	3742 Blue Bird Canyon Road		
Address Line 4:	Vista, CALIFORNIA 92084		
NAME OF SUBMITTER:	Tex Prows		
SIGNATURE:	/Tex Prows/		
DATE SIGNED:	05/01/2019		
Total Attachments: 6			
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PATENT AND TRADEMARK ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of December 21, 2018 by and between ATC Realty Nine, Inc., a California corporation ("Assignor"), and Altman Specialty Plants, LLC, a California limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee and Assignee's Affiliates of even date herewith (the "Agreement"), Assignor has assigned, and Assignee has acquired, all right, title and interest to the Intellectual Property (as defined in the Agreement), consisting of without limitation, the intellectual property assets listed on Schedule 1, and Schedule 2 attached hereto, and the parties wish to execute this Assignment for purposes of recordation in the U.S. Patent and Trademark Office; and

WHEREAS, the parties hereto intend that all capitalized terms used in this Assignment, but not otherwise defined herein, shall have the meaning ascribed to such terms in the Agreement.

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

1. Assignment of Patents. Effective as of date hereof and pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to Assignee all of Assignor's right, title and interests in and to (i) the patents and patent applications of Assignor listed on Schedule 1 attached hereto and all inventions and improvements described and claimed therein (including, without limitation, patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights), , (ii) all rights to receive income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (iii) all rights to sue for past, present and future infringement, dilution or violation of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing, (iv) all rights corresponding to any of the foregoing throughout the world, and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the benefit of its successors, assigns and legal representatives.

2. Assignment of Trademarks. Effective as of the date hereof and pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to Assignee and its successors, assigns and legal representatives all of Assignor's right, title and interests in and to (i) the trademarks and the corresponding trademark applications and trademark registrations, if any, of Assignor listed on Schedule 2 attached hereto and all goodwill of any business associated and connected therewith or symbolized thereby, (ii) all extensions and renewals of any such application, registration and filing, (iii) all rights to receive income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (iv) all rights to sue for past, present and future infringement, dilution or violation of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the benefit of its successors, assigns and legal representatives (collectively, the "Trademarks").

3. Successors. This Assignment shall inure to the benefit of, and is binding upon, the respective successors and assigns of Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, (i) the laws of the United States in respect of patent, trademark and copyright issues and (ii) the laws of the State of California (without giving effect to the conflict of laws rules thereof) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

6. Miscellaneous. This Assignment is subject to all of the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only, and its terms shall not modify the applicable terms and conditions of the Agreement which govern the parties' rights and interests in the Property (as defined in the Agreement).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

ATC REALTY NINE, INC.

By: Tibor Ban
Name: Tibor Ban
Title: Senior Vice President

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG) ss.

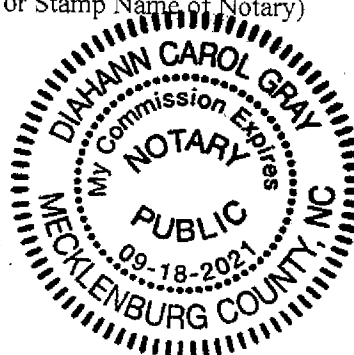
Before me, the undersigned authority, on this 21st day of Dec, 2018, personally appeared TIBOR BAN known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that [he / she] executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of _____ ATC REALTY NINE, INC.

DIAHANN CAROL GRAY

Notary Public

Diahann Carol Gray
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



[Signature Page to Intellectual Property Assignment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACCEPTED BY:

ASSIGNEE

ALTMAN SPECIALTY PLANTS, LLC

By: AS Plants, LLC, Sole Member

By: [Signature]

Name: Kenneth Altman

Title: Manager

By: [Signature]

Name: Matthew Altman

Title: Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

Before me, the undersigned authority, on this 21st day of December 2018, personally appeared KENNETH ALTMAN AND MATTHEW ALTMAN known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that [he / she] executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of ALTMAN SPECIALTY PLANTS, LLC.

[Signature]

Notary Public

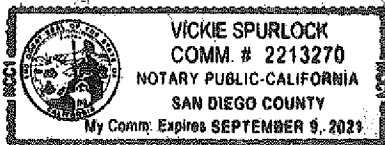
State of California, County of SAN DIEGO
Subscribed and sworn to (or affirmed) before me on this
21 day of DECEMBER 2018 by

KENNETH ALTMAN AND MATTHEW ALTMAN
proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Signature [Signature] (seal)

[Signature]
(Signature of Notary)

VICKIE SPURLOCK
(Legibly Print or Stamp Name of Notary)



[Signature Page to Intellectual Property Assignment]

Schedule 1 – Patents

Patent Name:	U.S. Patent Number:	Expiration Date:
Antigonon plant named "Colvey"	PP12,800	02/01/2021
Photinia plant named "Colwillow"	PP12,187	03/06/2020
Photinia plant named "Colango"	PP11,510	08/05/2018
Photinia plant named "Colmont"	PP11,491	08/05/2018
Nandina plant named "Colemo"	PP11,453	10/02/2018
Crepe myrtle plant named "Bradberry's Wine"	PP20,926	11/21/2028

Schedule 2 – Trademarks

Mark: COLOR SPOT & Design	U.S. Reg. No.: 3573901	Registered: February 10, 2009
Mark: SILVERADO	U.S. Reg. No.: 2234956	Registered: March 23, 1999
Mark: STAR SERIES	U.S. Reg. No.: 2196506	Registered: October 13, 1998
Mark: WATERBUSTER	U.S. App. Ser. No.: 86410665	Filed: September 30, 2014