

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BWGS, LLC		01/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GrowGeneration Corp.		
Street Address:	1000 W. Mississippi Avenue		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80223		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4555011	BLUEPRINT CONTROLLERS	
Registration Number:	4574865	DURABREEZE	
Registration Number:	4600143	ELEMENTAL SOLUTIONS	
Registration Number:	4615110	ION	
Registration Number:	5008153	ION	
Registration Number:	4993800	HARVESTER'S EDGE	
Registration Number:	4783217	MIXSURE+	
Registration Number:	4663945	SMART SUPPORT	
Registration Number:	4663512	VITAPLANT	
Registration Number:	5321534	OPTILUME	
Registration Number:	5041647	SUNSPOT	
Registration Number:	5007843	GROXCESS	
Registration Number:	5243103	GUARDENWARE	
Registration Number:	5168538	CARBIDE	
Registration Number:	5008173	SUNLEAVES	
Registration Number:	5056312	POWER MATRIX	
Serial Number:	87908183	HYDROTHRIVE	
Registration Number:	4853757	THE FOUNDATION FOR AUTOMATION	
Registration Number:	5376785	GROXCESS	
TRADEMARK			

OP \$490.00 4555011

CORRESPONDENCE DATA**Fax Number:** 8602758299

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.

Phone: 860-275-8285**Email:** jscheib@rc.com**Correspondent Name:** Jacqueline P. Scheib**Address Line 1:** 280 Trumbull Street**Address Line 2:** Robinson & Cole LLP**Address Line 4:** Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
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SIGNATURE:	/Jacqueline P. Scheib/
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DATE SIGNED:	05/30/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated as of January 29, 2019, is made and entered into by and between BWGS, LLC, a Delaware limited liability company (the "Assignor"), and GrowGeneration Corp, a Colorado corporation (the "Assignee") (each a "Party", and collectively, the "Parties"). Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

Background:

The Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of January 29, 2019 (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell the Purchased Assets to the Assignee.

As a condition to the Closing, the Parties agreed to enter into this Assignment pursuant to which the Assignor will assign to the Assignee all of the Assignor's right, title and interest in, to and under all of the Assignor's registered and unregistered trademarks, including but not limited to, the registered trademarks and trademark applications listed on Schedule A attached hereto (collectively, the "Trademarks").

Agreement:

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of the Closing, assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Trademarks, together with the whole of the goodwill of the business pertaining thereto, with the same rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations to issue all registrations from any applications for registration of the Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Assignment, and that the Assignor will, upon the request and sole expense of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit

of the successors, assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

5. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Conflict with Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, covenants and obligations contained in the Asset Purchase Agreement or the survival thereof.

7. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment on the date first written above.

ASSIGNOR:

BGWS, LLC

By: CE Yanikowicz
Name: CHRISTOPHER E. YANIKOWICZ
Title: CEO

ASSIGNEE:

GROWGENERATION CORP

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment on the date first written above.

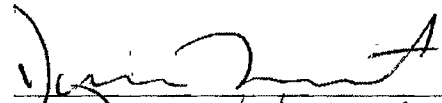
ASSIGNOR:

BGWS, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

GROWGENERATION CORP

By:  _____
Name: Darren Lampert
Title: CEO

Schedule A

Trademarks

BWGS Intellectual Property						
Mark	Country	Registration Number	Class	Registration Date	Goods or Service	Status
Blueprint Controllers	U.S.	4555011	IC 009, IC 011	6/24/2014	Goods	Active
DuraBreeze	U.S.	4574865	IC 011	7/29/2014	Goods	Active
Elemental Solutions	U.S.	4600143	IC 007	9/9/2014	Goods	Active
Ion	U.S.	4615110	IC 009	9/30/2014	Goods	Active
Ion	U.S.	5008153	IC 011	7/26/2016	Goods	Active
Harvester's Edge	U.S.	4993800	IC 008, IC 011	7/5/2016	Goods	Active
MixSure+	U.S.	4783217	IC 009, IC 0021	7/28/2015	Goods	Active
Smart Support	U.S.	4663945	IC 006, IC 020, IC 022	12/30/2014	Goods	Active
VitaPlant	U.S.	4663512	IC 011	12/30/2014	Goods	Active
OptiLUME	U.S.	5321534	IC 011	10/31/2017	Goods	Active
Sunspot	U.S.	5041647	IC 009, IC 011	9/13/2016	Goods	Active
GroXcess	U.S.	5007843	IC 011, IC 022	1/9/2018	Goods	Active
Sunleaves Garden Products Logo	U.S.	3969439	IC 001, IC 009, IC 021	5/31/2011	Services	Inactive
GuardenWare	U.S.	5243103	IC 016, IC 021	7/11/2017	Goods	Active
Carbide	U.S.	5168538	IC 018	3/21/2017	Goods	Active
BWGS	U.S.	5281298	IC 035	9/5/2017	Services	Active
BWGS- Canada	U.S.	Pending	IC 035	Pending	Services	Pending
Sunleaves	U.S.	5008173	IC 001	7/26/2017	Services	Active
Power Matrix	U.S.	5056312	IC 009	10/4/2016	Goods	Active
HydroThrive	U.S.	Pending	IC 021	Pending	Goods	Pending
The Foundation for Automation	U.S.	4853757	IC 009, IC 011	11/17/2015	Services	Active
1/17/2019						