

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydrofarm, LLC		11/27/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Hydrogarden Limited		
Street Address:	2 Progress Way		
City:	Binley, Coventry		
State/Country:	UNITED KINGDOM		
Postal Code:	CV3 2NT		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4256202	ROOT!T	
Registration Number:	4247153	RAM RAPID AIR MOVEMENT	
Registration Number:	4552373	PLANT!T	
CORRESPONDENCE DATA			
Fax Number:	7075783133		
<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:	707-578-9333		
Email:	Trademarks@Stainbrookllp.com		
Correspondent Name:	Craig M. Stainbrook		
Address Line 1:	412 Aviation Blvd., Suite H		
Address Line 4:	Santa Rosa, CALIFORNIA 95403		
NAME OF SUBMITTER:	Craig M. Stainbrook		
SIGNATURE:	/Craig M Stainbrook/		
DATE SIGNED:	06/07/2019		
Total Attachments: 4			
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OP \$90.00 4256202

**ASSIGNMENT OF REGISTERED AND COMMON LAW TRADEMARKS
AND
AGREEMENT REGARDING SAME**

WHEREAS, HYDROFARM, LLC, a California Limited Liability Company, having its principal offices at 2249 South McDowell Extension, Petaluma, California (ASSIGNOR), has adopted, used, is using and is the owner of the following trademarks, now registered, in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
ROOT!T	4,256,202	12/11/2012
RAM RAPID AIR MOVEMENT & Design	4,247,153	11/20/2012
PLANT!T	4,552,373	06/17/2014

Whereas ASSIGNOR has also adopted, used in interstate commerce in the United States, and is the owner of the following common law trademark:

LUMII

and WHEREAS, HYDROGARDEN LIMITED, incorporated and registered in England assigned Company Number 3104949, having its principal offices at 2 progress Way, Binley, Coventry, CV3 2NT, UK (ASSIGNEE), is desirous of acquiring said registered trademarks and the common law trademark identified herein;

NOW, THEREFORE, in consideration of the settlement of all outstanding issues concerning the transferred properties and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in the United States in and to said trademarks and said registrations therefor, together with the goodwill of the business symbolized by said trademarks and the registrations and use thereof.

In addition, the parties to this Assignment agree to the following terms and conditions:

1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

*Assignment of Registered Trademarks and Common Law Trademark
ROOT!T (4,256,202); RAM RAPID AIR MOVEMENT & Design (4,247,153)
PLANT!T (4,552,373); LUMII
Assignor: HYDROFARM, LLC
Assignee: HYDROGARDEN LIMITED*

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2. The execution of this Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
3. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this document.
4. Nothing in this Assignment shall limit or exclude any liability for fraud.
5. No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
6. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
7. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to mark it legal, valid and enforceable.
8. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
9. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

Signed at Petaluma, CA, this 27 day of NOVEMBER, 2018.

HYDROFARM, LLC [ASSIGNOR]

By Peter Wardenburg
Peter Wardenburg, Member

Assignment of Registered Trademarks and Common Law Trademark
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PLANT!T (4,552,373); LUMII
Assignor: HYDROFARM, LLC
Assignee: HYDROGARDEN LIMITED

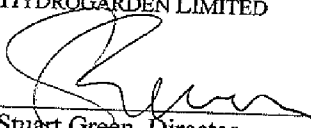
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ACCEPTANCE OF ASSIGNMENT AND AGREEMENT REGARDING SAME

The below ASSIGNEE hereby accepts this assignment of trademark rights.

HYDROGARDEN LIMITED

Dated: 13/12/2018



Stuart Green, Director

Assignment of Registered Trademarks and Common Law Trademark
ROOTIT (4,256,202); RAM RAPID AIR MOVEMENT & Design (4,247,153)
PLANTIT (4,552,373); LUMII
Assignor: HYDROFARM, LLC
Assignee: HYDROGARDEN LIMITED

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RECORDED: 06/07/2019

TRADEMARK
REEL: 006665 FRAME: 0535