

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529092

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Northshore Tools, LLC		06/19/2019	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Great States Corporation		
<b>Street Address:</b>	7444 Shadeland Station Way		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46256		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3353250	RADIUS	
<b>Registration Number:</b>	5178018	ROOT SLAYER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	734-418-4212		
<b>Email:</b>	asujek@honigman.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	39400 Woodward Ave, Suite 101		
<b>Address Line 2:</b>	Honigman LLP		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/angela alvarez sujek/		
<b>DATE SIGNED:</b>	06/25/2019		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of June 19, 2019, is made by Northshore Tools, LLC d/b/a Radius Garden, a Michigan limited liability company (together with the employees of Assignor who created any intellectual property in association with the business of Assignor) ("Assignor"), in favor of The Great States Corporation, an Indiana corporation ("Assignee").

WHEREAS, in accordance with the terms of that certain Asset Purchase Agreement between, and for the mutual benefit of, the parties, of even date herewith ("APA"), Assignor desires to convey, transfer, and assign to Assignee certain intellectual property of Assignor; and Assignor desires to execute and deliver this IP Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office, the US Copyright Office and corresponding entities or agencies in any applicable jurisdiction;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For the mutual benefit of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

- (a) All inventions (whether patentable or unpatentable and whether or not reduced to practice), patents, and patent applications owned by Assignor, both domestic and foreign; including without limitation, the patents and patent applications set forth in Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, improvements, and renewals thereof (the "Patents");
- (b) All trademarks, trade dress, trademark registrations, and trademark applications owned by Assignor; including without limitation, all common law trademarks used and owned by the Assignor and the trademark registrations and applications set forth in Schedule 2 hereto, and all issuances, extensions, and renewals thereof, in each case together with the goodwill of the business, connected with the use of, and symbolized by, such intellectual property, (the "Trademarks");
- (c) All copyrights, copyright registrations, and copyright applications owned by Assignor; including without limitation, the copyright registrations and applications for registration, the exclusive copyright licenses set forth in Schedule 3 hereto, and all issuances, extensions, and renewals thereof; and all unregistered copyrights held by Assignor or its employees who created such copyrights in association with the business of Assignor (the "Copyrights");
- (d) All trade secrets and confidential and proprietary business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications,

customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) owned by, or held and maintained as confidential information of, Assignor;

- (e) All right of Assignor to all domain names owned or controlled by Assignor, including but not limited to those identified in Schedule 4;
- (f) All rights of Assignor, of any kind whatsoever, accruing under any of the foregoing and provided by the applicable law of any jurisdiction, international treaty or convention, or otherwise throughout the world;
- (g) Any and all royalties, fees, income, payments, and other proceeds, now or hereafter due or payable, with respect to any and all of the foregoing; and
- (h) Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof; including all rights to and claims for damages, restitution, and injunctive relief, and any other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Retained Intellectual Property. Notwithstanding the terms of Section 1 of this Agreement, the intellectual property expressly included in Schedule 5 hereto, shall be retained by Assignor and not conveyed, transferred, or assigned to Assignee.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental official in any jurisdiction, both domestic and foreign, to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions and render all necessary cooperation to Assignee and its successors, assigns, and legal representatives following the date hereof, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto, including without limitation all action necessary to secure the execution, completion, or filing of any requested documents, powers of attorney, files, registrations, or other similar items.

4. Assignor expressly grants Assignee the right and power of attorney necessary to file, on behalf of Assignor, such documents as necessary to update with any government agency or entity, the name change of Assignor from *Radius Garden, L.L.C.* to *Northshore Tools, LLC*, and thereby ensure the recordation of proper chain of title for the Assigned IP. Further, Assignor hereby agrees to provide any documents and cooperation necessary in furtherance of such action.

5. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. Amendment. No amendment or waiver of any provision of this IP Assignment shall be effective; unless in writing and executed by the parties hereto, in the case of an amendment, or in writing and executed by the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

8. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Radius Garden, LLC

By: 

Name: BRUCE CARRO

Title: President

Address for Notices: P.O. Box 834  
Beulah, MI 49617

AGREED TO AND ACCEPTED:

The Great States Corporation

By: 

Name: Michael W. Wray

Title: President

Address for Notices:  
7444 Shadeland Station Way  
Indianapolis IN 46256

**SCHEDULE 1**

**ASSIGNED PATENTS**

<b>Patent No.</b>	<b>Title</b>	<b>Assignee</b>
D823,081	Spade head	Radius Garden, LLC
D813,622	Scoop head	Radius Garden, LLC
D810,529	Cultivator head	Radius Garden, LLC
D810,528	Weeder head	Radius Garden, LLC
D810,527	Spade	Radius Garden, LLC
D799,288	Root-cutting garden tool	Radius Garden, LLC
D684,441	Garden scoop	Radius Garden, LLC
D682,642	Garden fork	Radius Garden, LLC
D665,637	Shovel blade	Radius Garden, LLC
8006474	Pond cleaning implement	Radius Garden, LLC
8006351	Short-handled, ergonomic garden tools	Radius Garden, LLC
7836557	Ergonomic garden trowel	Radius Garden, LLC
D588,424	Bulb auger	Radius Garden, LLC
D579,288	Transplanter	Radius Garden, LLC
D570,654	Spade	Radius Garden, LLC
D570,653	Shovel	Radius Garden, LLC
D569,698	Weeder	Radius Garden, LLC
D569,697	Handle for garden implements	Radius Garden, LLC
D569,202	Handle for a garden tool	Radius Garden, LLC
D564,315	Trowel	Radius Garden, LLC
D564,314	Transplanter	Radius Garden, LLC
D564,313	Weeder	Radius Garden, LLC
D563,742	Cultivator	Radius Garden, LLC

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Serial No.	Registration No.	MARK	Status	Assignee
85430400		PLANTERS FOR FLOWERS AND POTS	DEAD	Radius Garden, LLC
78877631		DIG	DEAD	Radius Garden, LLC
78425442	3353250	RADIUS	LIVE	Radius Garden, LLC
86956979	5178018	ROOT SLAYER	LIVE	Radius Garden, LLC
77607884		GORILLA GRABBER	DEAD	Radius Garden, LLC
77345433	3909661	GROUND HOG	DEAD	Radius Garden, LLC
77345443	3606983	GARDEN SHARK	DEAD	Radius Garden, LLC

Unregistered Trademarks:

PRO

PRO-LITE

DIG

BUTTERFLY

DRAGONFLY

\*All product names currently marketed by Radius Garden, LLC, except for excluded products set forth in the Purchase Agreement.



**SCHEDULE 3**  
**COPYRIGHTS**

**SCHEDULE 4**

**DOMAINS**

Radiusgarden.com

Rootslayer.com

**SCHEDULE 5**

**RETAINED INTELLECTUAL PROPERTY**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Filing Date</b>
Pond Cleaning Implement	United States	US 8,006,474 B2	Apr. 20, 2009