

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530070

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	04/09/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Powerful Plants LLC		04/09/2018	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W. Atlee Burpee Company		
<b>Street Address:</b>	300 Park Avenue		
<b>City:</b>	Warminster		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18974		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4754721	POWERFUL PLANTS	
<b>Registration Number:</b>	4716540	HEALTHY FUN FOR KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9147234301		
<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>	914-723-4300		
<b>Email:</b>	tmefs@LSLLP.com		
<b>Correspondent Name:</b>	Howard N. Aronson		
<b>Address Line 1:</b>	Lackebach Siegel LLP		
<b>Address Line 2:</b>	Lackebach Siegel Building, 1 Chase Road		
<b>Address Line 4:</b>	Scarsdale, NEW YORK 10583-4156		
<b>ATTORNEY DOCKET NUMBER:</b>	BURPE.GEN - 21541, 21542		
<b>NAME OF SUBMITTER:</b>	Howard N. Aronson		
<b>SIGNATURE:</b>	/Howard N. Aronson/		
<b>DATE SIGNED:</b>	07/01/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective the 9 day of April, 2018, by Powerful Plants LLC, a Pennsylvania limited liability company ("Assignor"), to W. Atlee Burpee Company, a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor is the sole owner of the trademarks as identified and set forth on Schedule A ("Transferred Trademarks");

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks; and

WHEREAS, Assignee has agreed to accept from Assignor all of its right, title, and interest in, to, and under the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademarks Office to transfer all registrations and applications for the Transferred Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

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

**ASSIGNOR**

Dated: \_\_\_\_\_, 2018

Powerful Plants LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE**

Dated: Apr: 19, 2018

W. Atlee Burpee Company

By: [Signature]

Name: Hans M. J. [Signature]

Title: Exec. VP/CFO

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

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

Dated: 7/9/18, 2018

**ASSIGNOR**

Powerful Plants LLC

By: David Alan Benner

Name: DAVID ALAN BENNER

Title: PRESIDENT

Dated: \_\_\_\_\_, 2018

**ASSIGNEE**

W. Atlee Burpee Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**TRANSFERRED TRADEMARKS**

**Registered Trademarks**

- Trademark: POWERFUL PLANTS  
U.S. Registration No. 4,754,721, registered on June 16, 2015
- Trademark: HEALTHY FUN FOR KIDS  
U.S. Registration No. 4,716,540, registered on April 7, 2015

**Unregistered Trademarks**

Daucus  
Jala Peno  
Cori Ander  
Dragon's Tongue  
Toma Tilla  
Butter Nut  
Muncher  
Dino Kale  
White Icicle  
Mari Gold  
Butter Crunch  
Bulls Blood  
Baby Choy  
Cole  
Country Gentleman  
Florence Fennel  
Italian Giant  
Ox Heart  
Patty Pan  
Rainbow Chard  
Spa Ghetti  
Tom Thumb  
Sugar Daddy  
Sugar Baby  
Pop Corn  
Sun Flower  
Eda Mame  
Walt Ham  
Lakota  
Amish Paste

Rosa  
The Chameleon  
Russel Sprout  
Snow White  
Casper  
Jimmy Nardello



*Healthy Fun for Kids!*