

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	12/31/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwest Horticulture, LLC		12/30/2016	Limited Liability Company: WASHINGTON
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
Skagit Horticulture LLC	12/30/2016	Limited Liability Company: WASHINGTON	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	Skagit Horticulture LLC		
Street Address:	14113 River Bend Rd		
City:	Mount Vernon		
State/Country:	WASHINGTON		
Postal Code:	98273		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2290285	ETERA	
Registration Number:	3871228	THE GREEN IN GREEN ROOF	
Registration Number:	4366187	SEDUM TILE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Lynne Graybeal c/o Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	112889-4000		
NAME OF SUBMITTER:	Alicia Matusheski		

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SIGNATURE:	/Alicia Matusheski/
DATE SIGNED:	07/02/2019
Total Attachments: 4 source=Skagit Horticulture LLC Merger#page1.tif source=Skagit Horticulture LLC Merger#page2.tif source=Skagit Horticulture LLC Merger#page3.tif source=Skagit Horticulture LLC Merger#page4.tif	

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WA SECRETARY OF STATE

**ARTICLES OF MERGER
BETWEEN
AND
NORTHWEST HORTICULTURE, LLC AND SKAGIT HORTICULTURE LLC**

Pursuant to the provisions of RCW 25.15.416, the following Articles of Merger are executed for the purpose of merging Northwest Horticulture, LLC, a Washington limited liability company (the "Disappearing Entity"), into Skagit Horticulture LLC, a Washington limited liability company (the "Surviving Entity").

1. The Agreement and Plan of Merger (the "Plan") governing the merger (the "Merger") of Disappearing Entity with and into Surviving Entity is attached hereto as Appendix A.
2. The Plan and Merger was duly approved by the members of the Disappearing Entity and the sole member of the Surviving Entity, each pursuant to RCW 25.15.421.
3. The Surviving Entity will be Skagit Horticulture LLC, a Washington limited liability company.
4. These Articles of Merger shall be effective December 31, 2016.

Dated: December 30, 2016

NORTHWEST HORTICULTURE, LLC

By Daniel R. Baty
Daniel R. Baty, Member and Manager

SKAGIT HORTICULTURE LLC

By Daniel R. Baty
Daniel R. Baty, Sole Member and Manager



**APPENDIX A
AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger is made effective as of December 31, 2016 by and between Northwest Horticulture, LLC, a Washington limited liability company (the "Disappearing Entity") and Skagit Horticulture LLC, a Washington limited liability company (the "Surviving Entity"). Surviving Entity and Disappearing Entity are sometimes collectively referred to in this Plan of Merger as the "Constituent Entities."

RECITALS

- A. Surviving Entity is a single member limited liability company organized and existing under the laws of the State of Washington.
- B. Disappearing Entity is limited liability company with a single member for federal income tax purposes, organized and existing under the laws of the State of Washington.
- C. The sole member of Surviving Entity and the members of Disappearing Entity have deemed it advisable and in the best interests of the companies and their members that Disappearing Entity be merged with and into Surviving Entity as authorized by the laws of the state of Washington and pursuant to the terms and conditions of this Plan of Merger.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parties. The name of the Surviving Entity is Skagit Horticulture LLC, a Washington limited liability company. The name of the Disappearing Entity is Northwest Horticulture, LLC.
2. Merger.
 - (a) Effectiveness. The Disappearing Entity shall be merged with and into the Surviving Entity pursuant to the applicable provisions of the Washington Limited Liability Company Act (the "LLC Act"), and in accordance with the terms and conditions of this Plan of Merger (the "Merger"). The Merger shall become effective at midnight on December 31, 2016 (the "Effective Time").
 - (b) Conversion of Shares of Disappearing Entity. At and as of the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Entity, the Disappearing Entity, or their members, the limited liability company interests of the Disappearing Company outstanding immediately prior to the Effective Time shall be canceled and no consideration shall be issued in exchange therefor and the limited liability company interests of the Surviving Company outstanding immediately prior to the Effective Time shall remain outstanding and not be affected by the Merger.

(c) Certificate of Formation. The Certificate of Formation of the Surviving Entity, as in force and effect immediately prior to the Effective Time, shall continue to be the Certificate of Formation of the Surviving Entity, and shall continue in full force and effect until altered, amended or changed in the manner prescribed by the provisions of the LLC Act.

(d) Operating Agreement. The Second Amended and Restated Operating Agreement of the Surviving Entity, as in force and effect immediately prior to the Effective Time, shall remain the Operating Agreement of the Surviving Entity, with such Operating Agreement to continue in full force and effect until altered, amended or changed as therein provided or in the manner prescribed by the provisions of the LLC Act.

3. Effect of Merger. At the Effective Time, the separate existence of Disappearing Entity shall cease, and Disappearing Entity shall be merged, in accordance with the provisions of this Plan of Merger, with and into the Surviving Entity, and the Surviving Entity shall continue its corporate existence under the laws of the State of Washington and thereupon and thereafter all the rights, privileges, properties and franchises of each of the Constituent Entities shall vest in the Surviving Entity. The Surviving Entity shall be responsible and liable for all liabilities and obligations of the Constituent Entities, all other property, rights, privileges, powers and franchises of the Constituent Entities shall be vested in the Surviving Entity, and all other effects of the Merger specified in the LLC Act and the Code shall result therefrom.

4. Further Assurances. Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington to consummate and make effective the Merger.

5. Governing Law. This Plan of Merger shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

6. Termination of Merger. This Merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of the State of Washington. If the Merger is terminated, there shall be no liability on the part of any of the Constituent Entities, their respective managers or members.

[signature page follows]

Dated as of the date first written above.

NORTHWEST HORTICULTURE, LLC

By Daniel R. Baty
Daniel R. Baty, Member and Manager

SKAGIT HORTICULTURE LLC

By Daniel R. Baty
Daniel R. Baty, Sole Member and Manager.

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