

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566405

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900537002

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HydroStraw, LLC		02/20/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Profile Products LLC
<b>Street Address:</b>	750 Lake Cook Road, Suite 440
<b>City:</b>	Buffalo Grove
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60089
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2289734	3-D
Registration Number:	2064888	DARKER DENSER DWARFER
Registration Number:	5586936	DIRTRX PRESCRIPTION SOIL SOLUTIONS
Registration Number:	4950131	ENHANCED SEED TECHNOLOGY
Registration Number:	2293627	ENHANCER
Registration Number:	4597927	FIBERRX PRESCRIPTION TAKIFIER SOLUTIONS
Registration Number:	5034490	HYDRO STRAW
Registration Number:	5685932	IF IT'S NOT 3-D, IT'S JUST GRASS
Registration Number:	2807834	NATURE'S OWN
Registration Number:	2716068	STRAWNET PELLETIZED STRAW
Registration Number:	3227050	SUMMIT
Registration Number:	3227048	SUMMIT SEED
Registration Number:	2711329	THE ENHANCER
Registration Number:	5485164	THE VEGETATOR VEGETATION IS PERMANENT ER
Registration Number:	3005829	ULTRA 3-D SOD
Registration Number:	5531887	VEGETATOR
Serial Number:	88403882	HYDRO STRAW

**CORRESPONDENCE DATA****Fax Number:** 2483583351

*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:** 2483584400**Email:** trademarks@brookskushman.com**Correspondent Name:** Molly Mack Crandall**Address Line 1:** 1000 Town Center, 22nd Floor**Address Line 4:** Southfield, MICHIGAN 48075

<b>ATTORNEY DOCKET NUMBER:</b>	PRFL0481A
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<b>NAME OF SUBMITTER:</b>	Molly Mack Crandall
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<b>SIGNATURE:</b>	/molly crandall/
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<b>DATE SIGNED:</b>	03/11/2020
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**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (the "Assignment"), effective as of February 20, 2020 ("Effective Date"), is by and between HydroStraw, LLC, a Delaware limited liability company, ("Assignor"), and Profile Products LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, pursuant to a certain Asset Purchase Agreement entered into by and among Assignor, Assignee and the other parties thereto, dated as of the date hereof (the "Purchase Agreement"), Assignee purchased and acquired certain assets of Assignor, including, all right, title, and interest, and all goodwill associated therewith, in and to all trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to, the marks identified in Exhibit A (the "Marks"), and all applications, registrations, and common law rights therein; and

**WHEREAS**, Assignor and Assignee confirm their agreement whereby Assignor assigns to Assignee all right, title and interest in and to the Marks, including any and all goodwill associated therewith;

**NOW THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereto agree as follows:

1. Pursuant to the terms of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has assigned, transferred, conveyed and contributed, and does hereby further assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, payments and proceeds due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any said Marks, in each case free and clear of all Encumbrances.

2. Assignor hereby agrees, at any time or from time to time, at the reasonable written request of Assignee, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as Assignee may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would otherwise require the application of the Laws of any jurisdiction other than the State of Delaware.

5. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.


6. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

[The remainder of this page is intentionally left blank]

**WHEREFORE**, the Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers.

**HYDROSTRAW, LLC**

Date: February 20, 2020

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

Name: Ronald Edwards

Title: President

**PROFILE PRODUCTS LLC**

Date: \_\_\_\_\_

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

Name: James D. Tanner

Title: Chief Executive Officer

WHEREFORE, the Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers.

**HYDROSTRAW, LLC**

Date: \_\_\_\_\_

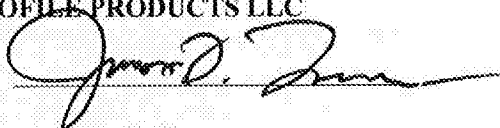
By: \_\_\_\_\_

Name: Ronald Edwards

Title: President

**PROFILE PRODUCTS LLC**

Date: February 20, 2020






By: 




Name: James D. Tanner

Title: Chief Executive Officer

**EXHIBIT A**

All trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to:

<b>Jurisdiction</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Goods</b>
UNITED STATES		2289734	Grass seed
UNITED STATES	DARKER DENSER DWARFER	2064888	Grass seed
UNITED STATES		5586936	Agricultural product, namely, fertilizers and soil amendments for use in lawn native reclamation seeding as well as restorations
UNITED STATES		4950131	Grass seed
UNITED STATES		2293627	Wildlife feed additive for use as a nutritional supplement
UNITED STATES		4597927	Agricultural product, namely, a chemical binding agent used for mulches and applied with a hydraulic sprayer on lawn native reclamation seeding as well as restorations
UNITED STATES	HYDRO STRAW	5034490	Mulch
UNITED STATES	IF IT'S NOT 3-D, IT'S JUST GRASS	5685932	Grass seeds

Jurisdiction	Mark	Reg. No.	Goods
UNITED STATES	NATURE'S OWN	2807834	Flower and plant seed mixtures for habitat and wildlife seed mixtures
UNITED STATES	STRAWNET PELLETIZED STRAW	2716068	Pelletized straw mulch for soil stabilization and the enhancements of new turf and as wildflowers establishment, namely, straw mulch in pellet form
UNITED STATES		3227050	Agricultural seeds; Flower seeds; Grass seeds; Live flowering plants; Live flowers; Mulch; Plant seeds; Seeds for agricultural purposes; Seeds for flowers; Seeds for horticultural purposes; Sowing seeds; Wildlife seed mixtures
UNITED STATES	SUMMIT SEED	3227048	Agricultural seeds; Flower seeds; Grass seeds; Live flowering plants; Live flowers; Mulch; Plant seeds; Seeds for agricultural purposes; Seeds for flowers; Seeds for horticultural purposes; Sowing seeds; Wildlife seed mixtures
UNITED STATES	THE ENHANCER	2711329	Wildlife feed additive for use as a nutritional and mineral supplement
UNITED STATES		5485164	Plant seeds; Plant seed mixes for revegetation; plant seed mixes for erosion control; agricultural seeds, namely, a mix of grass, vegetable, and crop seeds
UNITED STATES	ULTRA 3-D SOD	3005829	Grass seed
UNITED STATES	VEGETATOR	5531887	Plant seeds; Plant seed mixes for revegetation; Plant seed mixes for erosion control; agricultural seeds, namely, a mix of grass, vegetable, and crop seeds
UNITED STATES		Pending Ser. No. 88403882	Mulch