

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vivid Life Sciences, LLC		04/23/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	GROWMARK, Inc.		
Street Address:	1701 Towanda Ave.		
City:	Bloomington		
State/Country:	ILLINOIS		
Postal Code:	61701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5789685	SANUS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-343-7922		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jamie N. Nafziger, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jamie Nafziger		
SIGNATURE:	/Jamie Nafziger/		
DATE SIGNED:	04/24/2020		
Total Attachments: 4			
source=Sanus Trademark Agreement no consideration#page1.tif			
source=Sanus Trademark Agreement no consideration#page2.tif			
source=Sanus Trademark Agreement no consideration#page3.tif			
source=Sanus Trademark Agreement no consideration#page4.tif			

OP \$40.00 5789685

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is executed by and among GROWMARK, Inc., a Delaware Corporation ("Assignee"), and Vivid Life Sciences, LLC, a Florida limited liability company (the "Assignor").

WHEREAS, the Assignor has adopted the **SANUS** word mark, **SANUS logo**, and other logos containing the word "SANUS" (if any) as identified on the attached Exhibit 1 and in the corporate records of Assignor, (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks worldwide and any registrations therefor, including the registration(s) for the Marks identified in Exhibit 1.

NOW, THEREFORE, for good and valuable consideration set forth in the agreement below, the respective covenants and commitments set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1) ASSIGNMENT OF THE MARKS

- a) Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks worldwide, and any applications and registrations therefor, including the registration identified on the attached Exhibit 1, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all applications and registrations for the Marks 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.
- b) Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.
- c) Cease Use/Destruction. Assignor will cease use of the Marks immediately after the effective date of this Agreement and shall destroy any marketing materials and packaging bearing the Marks within 10 days after the effective date of this Agreement.

2) REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor represents and warrants to Assignee as of the effective date hereof that:

- a) Validity. The Marks are subsisting, valid, enforceable and in full force and effect, and have not expired, been cancelled, or abandoned. There are no royalties, fees, honoraria or other payments payable by the Assignor to any person because of the ownership, development, modification, use, license, sublicense, sale, distribution or other disposition of the Marks.
- b) Non-Infringement. Neither the conduct of the Assignor nor the Marks (or use of them) has infringed upon, misappropriated, violated or engaged in unfair competition with, or is infringing, misappropriating, violating or engaging in any unfair competition with, any intellectual property of any person. There is, and has been, no action pending or threatened alleging any such infringement, misappropriation, violation or unfair competition against the Assignor or otherwise concerning the ownership, validity, registrability, enforceability, violation or use of, or licensed right to use, the Marks.
- c) Litigation. There are no claims, actions, suits, proceedings or investigations by or before any governmental entity pending or threatened against or by Assignor (1) relating to or affecting the Marks; or (2) that challenge or seek to prevent, enjoin or otherwise delay the entering or performance of this Agreement.
- d) Good Title. Assignor owns and possesses all right, title and interest in and to the Marks. Assignor hereby transfers and conveys to Assignee good and marketable title to the Marks, free and clear of all liens.

3) INDEMNIFICATION

Assignor jointly and severally, shall indemnify in full and defend Assignee and Assignee's shareholders, members, officers, directors, managers, employees, agents, successors and assigns against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all losses, including direct claims and third-party claims, arising out of, relating to or constituting: (a) any breach of, or inaccuracy in, any of the representations or warranties of Assignor contained in this Agreement; and (b) any breach or non-fulfillment of any obligation, covenant or agreement of Assignor contained in this Agreement.

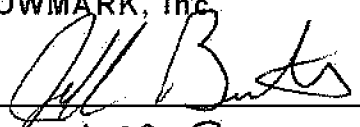
4) MISCELLANEOUS

- a) Entire Agreement. This Agreement evidences the entire agreement among the parties relating to the Marks and supersede in all respects all prior oral or written agreements or understandings.
- b) Amendment. This Agreement may be amended or modified only by a written instrument signed by Assignor and Assignee.

- c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one Agreement.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date of the last signature below.

GROWMARK, Inc.

By: 

Name: Jeff Bentley

Title: CP Division Manager

Date: 4-23-2020

Vivid Life Sciences, LLC

By: 

Name: Joshua Krenz

Title: CEO

Date: April 20, 2020

Exhibit 1

Marks	Serial No.	Goods
SANUS	5,789,685	1: Fertilizers

