

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575131

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|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Plant's Choice, Inc. | | 11/27/2019 | Corporation: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | GROWMARK FS, LLC | | |
| Street Address: | 1701 Towanda Ave. | | |
| City: | Bloomington | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 61701 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4286525 | RAPID LIME | |
| Registration Number: | 4195615 | RAPID GYPSUM | |
| 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: | 05/06/2020 | | |
| Total Attachments: 4 | | | |
| source=The Plant's Choice IP Assignment Agreement.fully executed (002)#page1.tif | | | |
| source=The Plant's Choice IP Assignment Agreement.fully executed (002)#page2.tif | | | |
| source=The Plant's Choice IP Assignment Agreement.fully executed (002)#page3.tif | | | |

OP \$65.00 4286525

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is entered into and effective as of November 27, 2019, by and among The Plants Choice, Inc., a Massachusetts corporation ("Assignor"), and GROWMARK FS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee and SoluCal-USA LTD, a Massachusetts corporation, along with Craig Canning are parties to that certain Asset Purchase Agreement dated contemporaneously with this IP Assignment (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this IP Assignment is contemplated by Section 3.10 of the Purchase Agreement;

WHEREAS, Assignor owns the marks identified on the attached Exhibit A (the "Marks"); and

WHEREAS, Assignee desires to acquire the above-identified Marks and the United States trademark registrations ("U.S. Registrations") identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all of its right, title and interest in and to the Marks, including all claims for profits and damages, restitution and injunctive and other legal and equitable relief by reason of past infringement of the Marks, together with the goodwill of the business symbolized by the Marks, and the U.S. Registrations.

1. Further Actions. Following the date hereof, upon the Assignor's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the representations, warranties, and agreements relating to the Marks, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

3. Notices. Any notice, request or other document to be given hereunder to any party shall be given in the manner specified in Section 10.11 of the Purchase Agreement. Any party may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties.

4. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any

respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. Amendments. This IP Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignor and Assignee.

6. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

7. 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.

8. 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 Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

9. No Third Party Beneficiaries. This IP Assignment shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed as of the day and year first above written.

The Plants Choice, Inc.

By: _____

Name: Craig Canning

Title: President

Date: 7/5/2020

GROWMARK FS, LLC

By: _____

Name: Barry Schmidt

Title: Vice President Retail Business

Date: 2/21/2020

(Signature page to IP Assignment)

EXHIBIT A

Trademarks

| <u>MARK</u> | <u>GOODS</u> | <u>REG. NO.</u> | <u>REG. DATE</u> | <u>OWNER</u> |
|---------------------|---|---------------------|----------------------|--------------------------|
| RAPID LIME | Fertilizers; soil conditioners for agricultural, domestic, and commercial use | 4,286,525 | February 5, 2013 | The Plant's Choice, Inc. |
| RAPID GYPSUM | Fertilizers; soil conditioners for agricultural, domestic, and commercial use | 4,195,615 | August 21, 2012 | The Plant's Choice, Inc. |

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TRADEMARK

RECORDED: 05/06/2020

REEL: 006931 FRAME: 0813