

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Greenscapes Home and Garden Products, Inc.		09/24/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hanes Companies, Inc.		
<b>Street Address:</b>	815 Buxton Street		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27101		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4157973	GREENSCAPES	
<b>Registration Number:</b>	4804281	GREENSCAPES	
<b>Registration Number:</b>	4157974	GREENSCAPES LAWN GARDEN HOME	
<b>Registration Number:</b>	4042429	WEEDOUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8164746550		
<b>Email:</b>	cgntmdocket@shb.com		
<b>Correspondent Name:</b>	Clinton G. Newton		
<b>Address Line 1:</b>	2555 Grand Blvd.		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64108		
<b>NAME OF SUBMITTER:</b>	Patrick J. Koncel		
<b>SIGNATURE:</b>	/pjkoncel/		
<b>DATE SIGNED:</b>	10/27/2020		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment") is entered into as of September 24, 2018, by and between GREENSCAPES HOME AND GARDEN PRODUCTS, INC., a Georgia corporation (the "Assignor"), and HANES COMPANIES, INC., a North Carolina corporation (the "Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 24, 2018 (the "Purchase Agreement"), pursuant to which Assignee has agreed to buy and take possession of, and Assignor has agreed to sell, convey, assign, deliver and transfer to Assignee, all of Assignor's trademarks, trade names (including the name "Greenscapes Home and Garden" or any similar name and other names used in the Business), service marks, internet domain names and web sites, telephone numbers, copyrights, patents, patent applications, inventions, formulas, trade secrets, know-how, designs, processes, and similar intangibles, which are set forth on Schedule A hereto ("Intellectual Property"); and

**WHEREAS**, Assignor and Assignee are hereby effecting such transfer and assignment of all right, title, and interest of Assignor throughout the world in and to the Intellectual Property owned by Assignor and the goodwill associated therewith and symbolized thereby.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, delivers and transfers to Assignee, and Assignee hereby buys and takes possession of, all of Assignor's right, title, and interest in and to the Intellectual Property owned by Assignor. Assignor hereby assigns all goodwill, past and present, of the worldwide business symbolized by each Trademark and Tradename.

2. Releasing Security Interests. Assignor will cooperate with Assignee and provide Assignee all documents and other information needed to release any other assignment or security interest in and to the Intellectual Property, including the security interest assigned to Cole Taylor Bank on August 17, 2012.

3. Recordation. Assignor authorizes and requests Assignee to cause Assignee to be recorded as the assignee or transferee of the Intellectual Property owned by Assignor and shall, promptly upon presentation to Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be reasonably required.

4. Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Assignment is given to further evidence the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge, or in any way affect the provisions, including the warranties, covenants,

agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

5. Governing Law; Exclusive Jurisdiction. This Assignment shall be construed, interpreted, and governed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

6. Counterparts; Facsimile. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Assignment. Copies of executed signature pages delivered by facsimile or other electronic means (i.e., .pdf or .tif) shall, for all purposes, be deemed originals.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date set forth in the first paragraph.

**GREENSCAPES HOME AND GARDEN PRODUCTS, INC.**

By: REL

Name: Roger Edward Ralston

Title: President and Chief Executive Officer

**HANES COMPANIES, INC.**

By: Scott Douglas

Name: Scott S. Douglas

Title: Vice President

## SCHEDULE A

### Trademarks

Greenscapes, Reg. No. 4,157,973, Registered June 12, 2012

Greenscapes, Reg. No. 4,804,281, Registered September 1, 2015

Greenscapes Lawn Garden Home, Reg. No. 4,157,974, Registered June 12, 2012

Moisturewise, Reg. No. 4,171,879, Registered July 10, 2012 (expired)

Weedout, Reg. No. 4,042,429, Registered October 18, 2011

Wonderscapes, Reg. No. 3,490,921, Registered August 26, 2008 (expired)

