

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612823

<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>
Center Greenhouse, Inc.		11/24/2020	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tagawa Greenhouse Enterprises, LLC		
<b>Street Address:</b>	17999 Weld County Road 4		
<b>City:</b>	Brighton		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80601		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5142322	POWERSTARTS	
<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>	970-224-3100		
<b>Email:</b>	ideas@idea-asset.com		
<b>Correspondent Name:</b>	Luke Santangelo		
<b>Address Line 1:</b>	125 S. Howes St., Third Floor		
<b>Address Line 4:</b>	Fort Collins, COLORADO 80521		
<b>NAME OF SUBMITTER:</b>	Luke Santangelo		
<b>SIGNATURE:</b>	/Luke Santangelo/		
<b>DATE SIGNED:</b>	12/07/2020		
<b>Total Attachments: 2</b>			
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source=Assignment of Trademark Rights 11-24-2020 - POWERSTARTS#page2.tif			

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## ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT is effective as of the 24 day of NOVEMBER, 2020 between Center Greenhouse, Inc., a Colorado corporation whose record address is 1550 East 73rd Ave., Denver, Colorado 80229 (the "Assignor") and Tagawa Greenhouse Enterprises, LLC, a Colorado limited liability company whose record address is 17999 Weld County Road 4, Brighton, Colorado 80601 (the "Tagawa").

WHEREAS the Assignor owns certain trademark rights, rights of priority, associated goodwill, and a trademark registration, including but not limited to:

i) the POWERSTARTS word-based trademark rights for use in conjunction with plants, plant-related products, plant-based services, and greenhouse-related services; ii) the federal trademark registration for POWERSTARTS (the "Registered Term") bearing U.S. Reg. No. 5142322 as registered in the United States Patent and Trademark Office for live plants (the "Trademark Registration"); iii) any and all associated common law and other legal rights whatsoever that are to or arise from Assignor's activities with respect to the Registered Term; and iv) any and all rights to any further use of any and all power-based terms as marks or brands or trade names, excepting only rights to use the precise mark POWER FLOWERS as and to be used only for live flowering plants, POWER FLOWERS being the only power-based mark or term retained for use by the Assignor; all of the foregoing as may exist under common law, trademark law, state law, United States federal law, and/or any foreign laws (together the foregoing referred to as the "Trademark Rights");

WHEREAS the Tagawa wishes to acquire the Trademark Rights from the Assignor together with any and all goodwill;

NOW THEREFORE the parties, for good and valuable consideration received and acknowledged, agree as follows:

1. Assignor hereby irrevocably grants and assigns to the Tagawa its entire rights, title, and interests in and to the Trademark Rights, the Trademark Registration, and the Registered Term, each together with all goodwill associated therewith, including but not limited to all worldwide rights: to exclusively use the Trademark Rights or any terms that are a derivative of or confusingly similar to any of the Trademark Rights or as may be deemed by Tagawa to be similar thereto; to expand the Trademark Rights; and to file for any domestic or foreign trademark registrations therefor.
2. The Assignor represents and warrants that: Assignor owns the entire right, title and interest in and to the Trademark Registration; the Trademark Registration is valid, was validly obtained, and currently is in full force and effect; the Trademark Registration and Registered Term have not been abandoned under law or in equity; all common law rights to the Registered Term exist and have remained uninterrupted under law or in equity; no license, permit, or consent to use exists with respect to the Registered Term; and Assignor owns all Trademark Rights free and clear, has the exclusive right to use the Registered Term and to dispose of all Trademark Rights, and has full authority to enter into this assignment.
3. This Assignment shall be binding on all parties, their heirs, successors, and assigns, and may be recorded with the United States Patent and Trademark Office, or any other governing or registering authority, and under any desired state or foreign provisions of law.
4. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. Assignor agrees to indemnify, hold harmless, and defend, including costs of the defense, Tagawa and its directors, officers, shareholders, employees and agents, from any and all liability directly

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or indirectly related to any violation or failure of any representation or warranty provided herein. Assignor agrees not to directly or indirectly take any action or cause or assist any other in taking any action which Tagawa believes might limit, impair, or diminish any of the Trademark Rights assigned to herein.

**ASSIGNOR:**

**Center Greenhouse, Inc.**

By: *Brian Yantorno*  
Brian Yantorno, president

SUBSCRIBED AND SWORN to before me in the County of Adams, State of Colorado, United States of America, by Brian Yantorno, this 26 day of November, 2020. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

*Nicole M. Shaver*  
Notary Public  
My Commission Expires: 10/5/21

NICOLE M SHAVER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20054038724  
MY COMMISSION EXPIRES OCTOBER 05, 2021

**TAGAWA:**

**Tagawa Greenhouse Enterprises, LLC**

By: *William Kluth*  
William Kluth, general manager

SUBSCRIBED AND SWORN to before me in the County of Weld, State of Colorado, United States of America, by Robert M. Lorea, this 24 day of November, 2020. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

*Robert M. Lorea*  
Notary Public  
My Commission Expires: 8/25/21

ROBERT MANUEL LOREA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174038808  
MY COMMISSION EXPIRES AUGUST 25, 2021

**TRADEMARK**