

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625886

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900589700		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARIANI NURSERY, LLC		01/04/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	MARIANI ENTERPRISES, LLC		
Street Address:	300 Rockland Road		
City:	Lake Bluff		
State/Country:	ILLINOIS		
Postal Code:	60044		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90363311	MARIANI PLANTS	
Serial Number:	90363346	MARIANI PLANTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rschwartz@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	REBECCA B. SCHWARTZ		
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
Address Line 2:	1285 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	019130-00090		
NAME OF SUBMITTER:	Rebecca Schwartz		
SIGNATURE:	/s/ Rebecca Schwartz		
DATE SIGNED:	02/11/2021		
Total Attachments: 4			
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TRADEMARK

REEL: 007198 FRAME: 0391

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of January 4, 2021, is made by and between Mariani Nursery, LLC (“Assignor”), on the one hand, and Mariani Enterprises, LLC (“Assignee” and, together with Assignor, the “Parties”), on the other hand. All initially-capitalized terms used but not otherwise defined in this Agreement will have the meanings ascribed to such terms in the Purchase Agreement (defined below) and the rules of construction set forth in Section 8.08 of the Purchase Agreement will be applied wherever appropriate herein.

WITNESSETH:

WHEREAS the Parties have entered into a Membership Interest Purchase Agreement, dated as of December 31, 2020, by and among CI (MG) Investment Holdings, Inc., CI (MG) Holdings, LLC, Mariani Group, Inc., and solely for the limited purposes stated therein, Frank Mariani and Fred Wacker (as amended, modified, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, in connection with the Purchase Agreement, Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from Assignor, all of Assignor’s right, title, and interest in, to, and under all of the Assignor’s issued and applied for trademarks listed on Schedule I, together with all goodwill associated therewith (the “Mariani Trademarks”); and

WHEREAS, the Assignee desires to accept all of the Assignor’s right, title and interest in and to the Mariani Trademarks, on the terms and subject to the conditions provided herein.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of Assignor’s right, title, and interest in, to and under the Mariani Trademarks, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of such Mariani Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by Assignor), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for any of the rights referred to above in this Section 1. Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Mariani Trademarks.

Section 2. Governing Law; Forum Selection and Consent to Jurisdiction. Sections 8.09 and 8.10 of the Purchase Agreement are hereby incorporated herein mutatis mutandis.

Section 3. Entire Agreement. Section 8.03 of the Purchase Agreement is hereby incorporated herein mutatis mutandis. Except with respect to Section 5, in the event of any conflict or inconsistency between this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement will control and prevail.

Section 4. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other Parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.

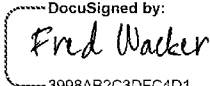
Section 5. Further Assurances. Assignor further agrees to use commercially reasonable efforts to (i) execute all documents and (ii) do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the reasonable request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Mariani Trademarks to the extent feasible with the resources reasonably available to Assignor.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ASSIGNOR:

Mariani Nursery, LLC

By:  _____
Name: Frederick G. Wacker, III
Title: President and Assistant Secretary

ASSIGNEE:

Mariani Enterprises, LLC

By:  _____
Name: Frank Mariani
Title: Chief Executive Officer and Secretary

Schedule 1

Mariani Trademarks

Trademark Applications:

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Mariani Plants	90363346	12/7/2020
Mariani Plants	90363311	12/7/2020