CH \$90.00 2943741

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM630464

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 Mulch and Soil Company, LLC		01/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Forestry Resources, LLC	
Street Address:	4353 Michigan Link	
City:	Fort Myers	
State/Country:	FLORIDA	
Postal Code:	33916	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2943741	JUNGLE GROWTH
Registration Number:	6196942	SIMPLE GARDEN. HAPPY LIFE.
Serial Number:	88957582	THE MULCH & SOIL CO EST. 2018

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 9547633303

Email: info@mhdpatents.com

Correspondent Name: Mark D. Bowen

Address Line 1: 4901 NW 17th Way, Suite 308
Address Line 4: Fort Lauderdale, FLORIDA 33309

ATTORNEY DOCKET NUMBER:	12556.6701
NAME OF SUBMITTER:	Mark D. Bowen
SIGNATURE:	/mark d. bowen/
DATE SIGNED:	03/08/2021

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of the Effective Date (below), by and between the following parties:

ASSIGNOR: THE MULCH AND SOIL COMPANY, LLC, a Delaware limited

liability company ("Assignor"), and

ASSIGNEE: FORESTRY RESOURCES, LLC a Delaware limited liability

company ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property described more fully in this Assignment; and

WHEREAS, Assignee desires to acquire full ownership of such Intellectual Property under the terms and conditions of this Assignment;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the recitals and of the respective covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

- 1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, free of all encumbrances, all right, title and interest, and the goodwill of the business associated therewith, of Assignor, in the U.S. and in all foreign countries, in and to all Intellectual Property, including common law rights associated therewith, and the right to sue for past, present, and future infringement thereof, and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and including, but not limited to, Intellectual Property specifically identified in Exhibit A (collectively referred to herein as the "IP"). The term "Intellectual Property" shall be broadly construed to include all rights relating to trademarks, service marks, rights of use and priority, trade dress, rights under common law, and copyrights.
- 2. Additional Assurances. Assignor agrees, at the request and expense of Assignee, to perform such proper additional acts, and to execute such additional documents as are deemed necessary by the governmental agencies having jurisdiction over the IP to effect the transfer of all of the Assignor's right, title and interest therein to Assignee, its successors and assigns. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all rights issuing from applications pending among such IP. Assignor further represents and warrants that it has not granted any rights inconsistent with the rights granted herein.
- Severability. Every provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality invalidity shall not affect the validity or legality of the remainder of this Assignment.
- 4. <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Assignor and Assignee.

Assignment of Intellectual Property
The Mulch and Soil Company to Forestry Resources,
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- 5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of Florida.
- 6. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts and any party thereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Assignment or any counterpart hereof to produce or account for any of the other counterparts.

7. Effective Date. This Assignment shall be effective as of January 1, 2021 (the "Effective Date").

[Signature Page to Follow]

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IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first above written.

ASSIGNOR:

THE MULCH AND SOIL COMPANY, LLC

Name: Mark West

Title: CEO, Managing Member

ASSIGNEE:

FORESTRY RESOURCES, LLC

Title: CEO, Managing Member

Assignment of Intellectual Property
The Mulch and Soil Company to Forestry Resources
Signature Page

Exhibit A

Intellectual Property

Federally Registered Trademarks

Mark: JUNGLE GROWTH

Reg. No. 2,943,741

Goods Potting soil; wood-based and volcanic based soil amendments in International Class

001

Mark: SIMPLE GARDEN, HAPPY LIFE,

Reg. No. 6,196,942

Goods: Top soil and compost in International Class 001.

Ground cover material, namely, mulch and raw bark in International Class 031.

PENDING FEDERAL TRAEMARK APPLICATIONS



Mark:

Ser. No.

88/957,582

Goods: reducing

Retail and wholesale store services featuring protective landscape covering for

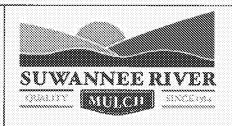
(Including Trade Dress)

evaporation and soil erosion, landscape mulches, soils, fertilizers, and professional landscape supplies

COMMON LAW TRADEMARKS



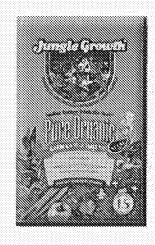


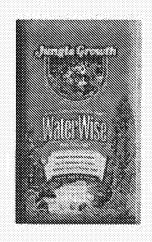


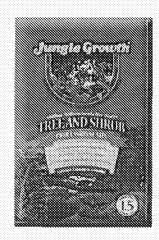
Assignment of Intellectual Property
The Mulch and Soil Company to Forestry Resources
Exhibit A

Exhibit A











Assignment of Intellectual Property
The Mulch and Soil Company to Forestry Resources
Exhibit A

TRADEMARK REEL: 007231 FRAME: 0483

RECORDED: 03/08/2021