

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Easy Grass, LLC		03/31/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Easy Grass Distributing, LLC		
Street Address:	205 Boring Drive		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30721		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77454993	EASYGRASS	
Serial Number:	87554367	EASYGRASS BLOCK	
Serial Number:	90129382	EASYGRASS	
Serial Number:	90129344	EASYIVY	
Serial Number:	90530277	EASYIVY	
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>			
Phone:	9133033843		
Email:	docketing@avant.law		
Correspondent Name:	Anna M. Quinn		
Address Line 1:	12980 Metcalf Ave.		
Address Line 2:	Suite 180		
Address Line 4:	Overland park, KANSAS 66213		
NAME OF SUBMITTER:	Anna M. Quinn		
SIGNATURE:	/Anna M. Quinn/		
DATE SIGNED:	05/13/2021		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

Effective as of March 31, 2021 (the “Effective Date”), Easy Grass, LLC, a Florida limited liability company (hereinafter referred to as “Assignor”), enters into this Trademark Assignment Agreement (the “Agreement”) with Easy Grass Distributing, LLC, a Georgia limited liability company (hereinafter referred to as “Assignee”), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the owner of the trademarks set forth on Exhibit A (the “Marks”), together with the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used;

WHEREAS, Assignor and Assignee are the parties to that certain Asset Purchase Agreement dated March 31, 2021 whereby Assignee has contemporaneously purchased from Assignor and/or its affiliates certain business operations and assets associated with the Marks; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Marks as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

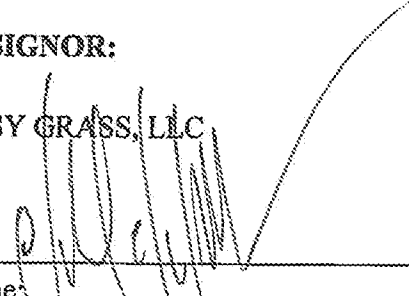
1. Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, Assignor’s entire worldwide right, title and interest of whatever kind in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.
2. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee’s or their expense and charges, hereafter to execute all applications, amended specifications, deeds, instruments, or other documents, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to the Marks.
3. Assignor agrees, if requested, to cooperate with Assignee, at Assignee’s sole cost and expense, in connection with the protection of the Marks and enforcement of all rights associated with the Marks.

4. Assignor represents and warrants that it owns all right, title and interest in and to the Marks, free and clear of liens, security interests, licenses, other encumbrances, or any other grant of rights of any kind. Assignor further warrants and represents that it has no knowledge of any claim that any third party has an interest in any of the Marks or that the Marks violate any rights of any third party. Assignor is in full compliance with all legal requirements applicable to the Marks and Assignee's ownership and use thereof following transfer by this Agreement.
5. The undersigned represents and warrants if executed in a representative capacity (e.g., as an officer of a corporate entity) that he/she has full requisite authority to execute this Agreement on behalf of the party as indicated and to obligate such party to its terms. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.
6. This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

ASSIGNOR:

EASY GRASS, LLC

By:  _____

Name: _____

Title: Manuel Modrono, Manager

ASSIGNEE:

EASY GRASS DISTRIBUTING, LLC

By:  _____


Name: Ronald L. Bennett

Title: Chief Executive Officer

EXHIBIT A

THE MARKS

1. Registrations/Applications:

Mark	Registration Status	Class(es)	Serial No.	Reg. No.	Reg. Date
	Active	27	77454993	3,680,835	September 08, 2009
EASYGRASS BLOCK	Active	27	87554367	5,829,449	August 06, 2019
EASYGRASS	Application Pending	37	90129382	N/A	N/A
EASYIVY	Application Pending	37	90129344	N/A	N/A
EASYIVY	Application Pending	27	90530277	N/A	N/A

2. Common Law Trademarks:

Mark
EASYGRASS BLOCK
EASYGRASS
EASYIVY
TITAN BIOGUARD
TITAN BIOGUARD BY EASY GRASS
EASY MULCH CO
EASYMULCH
