

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhizoflora, Inc.		08/13/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HGCI, Inc.		
Street Address:	3993 Howard Hughes Parkway		
Internal Address:	Suite 250		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89169		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86441612	GUARD N SPRAY	
Serial Number:	88410155	PURPINATOR	
Serial Number:	88410151	PURPINATOR	
Serial Number:	86254191	TERPINATOR	
Serial Number:	86254161	TERPINATOR	
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:	937-578-1561		
Email:	trademarks@scotts.com		
Correspondent Name:	Jennifer Earley		
Address Line 1:	14111 Scottslawn Road		
Address Line 4:	Marysville, OHIO 43041		
NAME OF SUBMITTER:	Jennifer Earley		
SIGNATURE:	/Jennifer Earley/		
DATE SIGNED:	08/18/2021		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 13, 2021, is entered into by and between HGCI, Inc., a Nevada corporation (“**Assignee**”), and Rhizoflora, Inc., a California corporation (“**Assignor**”).

WHEREAS, Assignee’s affiliate, Hawthorne Hydroponics, LLC (“**Hawthorne**”), and Assignor have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), under which Assignor has conveyed, transferred, and assigned, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Intellectual Property Assets (as defined in the Purchase Agreement) including, but not limited to, the following (the “**Assigned IP**”):

(a) the Intellectual Property Registrations, including: (i) patents and patent applications on Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”); (ii) the registered and un-registered trademarks on Schedule 1, and including all issuances, extensions, and renewals of each registered trademark (the “**Trademarks**”), with the goodwill of the business connected with using, and symbolized by, the Trademarks; (iii) the copyrights and exclusive copyright licenses on Schedule 1, including copyrightable source code or software, and all issuances, extensions, and renewals thereof (the “**Copyrights**”); and (iv) the domain names on Schedule 1;

(b) all non-registered Intellectual Property relating to the Intellectual Property Assets;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable regarding all of the foregoing; and

(e) any and all claims and causes of action, regarding any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover,

any such damages.

2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any jurisdictions to record and register this IP Assignment upon request by Assignee or any of its affiliates. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree this IP Assignment is entered under the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties and their affiliates regarding the Assigned IP. The representations, warranties, covenants, agreements, and indemnities in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. If any conflict occurs or inconsistency between the Purchase Agreement and the terms hereof, the Purchase Agreement shall govern.
4. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated will be governed by, and construed under, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

Rhizoflora, Inc.

DocuSigned by:
By: 
Name: Khanhvi Dang
Title: Chief Financial Officer

ASSIGNEE:

HGCI, Inc.

By: _____
Name: Mindy Walser
Title: Treasurer, Secretary and Director

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

Rhizoflora, Inc.

By: _____

Name: Khanhvi Dang

Title: Chief Financial Officer

ASSIGNEE:

HGCI, Inc.

By:  _____

Name: Mindy Weiser

Title: Treasurer, Secretary and Director

SCHEDULE 1

A. ASSIGNED PATENTS

Patent No.	Title	Jurisdiction
10,612,046	Plant activator composition	United States
10,287,609	Plant activator composition	United States

B. ASSIGNED PATENT APPLICATIONS


Patent No.	Title	Jurisdiction
US 2019/0211363A1 (10,612,046)	Plant activator composition	United States
US 2017/0321227A1 (10,287,609)	Plant activator composition	United States
WO 2015/095625 A1	Plant activator composition	PCT
US 2015/0173373A1	Plant activator composition	United States

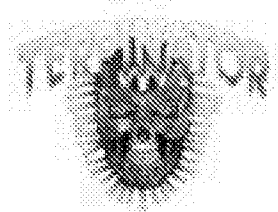
C. ASSIGNED TRADEMARKS

1. Unregistered Trademarks

RHIZOFLORA

2. Trademark Registrations and Applications and All Rights Therein

	Trademark	Jurisdiction	Serial Number	Reg. Number	Goods/Services
1.	GUARD N SPRAY	United States	86441612	4916789	Int'l Class 05: natural insecticides
2.		United States	88410155	5902910	Int'l Class 01: Plant fertilizer for soil, hydroponic, foliar, aeroponic, and continuous feed applications
3.	PURPINATOR	United States	88410151	5902909	Int'l Class 01: Plant fertilizer for soil, hydroponic, foliar, aeroponic, and continuous feed applications

4.		United States	86254191	4641091	Int'l Class 01: a complex plant fertilizer for soil, hydroponic, foliar, aeroponic, and continuous feed applications
5.	TERPINATOR	United States	86254161	4641088	Int'l Class 01: a complex plant fertilizer for soil, hydroponic, foliar, aeroponic, and continuous feed applications

D. ASSIGNED COPYRIGHTS

All copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing.

Unregistered copyrights include, but are not limited to, the Terpinator, Purpinator, and Guard N Spray logos and label artwork.

E. DOMAIN NAMES

Domain Name	Expiration	Registrant	Registrar	Website Status
terpinator.com	2022-02-01	Privacy protected	GoDaddy.com, LLC	Active
purpinator.com	2021-10-01	Privacy protected	GoDaddy.com, LLC	Active
guardspray.com	2021-07-25	Privacy protected	GoDaddy.com, LLC	Active
rhizoflora.com	2022-04-09	Privacy protected	GoDaddy.com, LLC	Inactive