

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM674569

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900640456

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hydro-logic Purification Systems, Inc.		08/27/2021	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	HGCI, Inc.
<b>Street Address:</b>	3993 Howard Hughes Parkway
<b>Internal Address:</b>	Suite 250
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89169
<b>Entity Type:</b>	Corporation: NEVADA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85228271	HYDRO-LOGIC PURIFICATION SYSTEMS
<b>Serial Number:</b>	86331127	HYPERLOGIC
<b>Serial Number:</b>	90033437	EVOLUTIONRO
<b>Serial Number:</b>	90787767	AS370 GENUINE HYPERLOGIC ANTISCALANT
<b>Serial Number:</b>	90817589	AS370 GENUINE HYPRERLOGIC ANTISCALANT
<b>Serial Number:</b>	90787764	MICRO75
<b>Serial Number:</b>	90817610	MICRO75
<b>Serial Number:</b>	90787759	PREEVOLUTION
<b>Serial Number:</b>	90817617	PREEVOLUTION
<b>Serial Number:</b>	90787754	ECOSPRING
<b>Serial Number:</b>	90817620	ECOSPRING
<b>Serial Number:</b>	90724173	FERTILOGIC
<b>Serial Number:</b>	90817629	FERTILOGIC
<b>Serial Number:</b>	90260047	BIGBOY
<b>Serial Number:</b>	88208695	CHLORASHIELD
<b>Serial Number:</b>	85669647	SUPER LOGIC PROFESSIONAL COMMERCIAL REVE
<b>Serial Number:</b>	85420214	LIFESPRING

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	85420199	GROGREEN
Serial Number:	85420179	SMALL BOY
Serial Number:	85420167	TALL BOY

**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:** 9375781561  
**Email:** trademarks@scotts.com  
**Correspondent Name:** HGCI, Inc.  
**Address Line 1:** 3993 Howard Hughes Parkway  
**Address Line 2:** Suite 250  
**Address Line 4:** Las Vegas, NEVADA 89169

**DOMESTIC REPRESENTATIVE**

**Name:** Robert J. Morgan  
**Address Line 1:** 3993 Howard Hughes Parkway  
**Address Line 2:** Suite 250  
**Address Line 4:** Las Vegas, NEVADA 89169

**NAME OF SUBMITTER:** Jennifer Earley

**SIGNATURE:** /Jennifer Earley/

**DATE SIGNED:** 09/15/2021

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 27, 2021, is entered into by and between HGCI, Inc., a Nevada corporation (“**Assignee**”), and Hydro-Logic Purification Systems, 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.

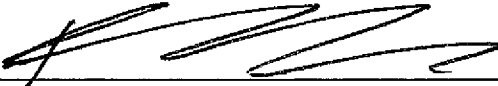
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated will be governed by, and construed under, the laws of the United States 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:**

Hydro-Logic Purification Systems, Inc.

By: 

Name: Szabolcs Richard Gellert

Title: President

**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:**

Hydro-Logic Purification Systems, Inc.

By: \_\_\_\_\_

Name: Richard Gellert

Title: President

**ASSIGNEE:**

HGCI, Inc.

By: Mindy Walser \_\_\_\_\_

Name: Mindy Walser

Title: Treasurer, Secretary and Director

**SCHEDULE 1**

**A. ASSIGNED PATENTS**

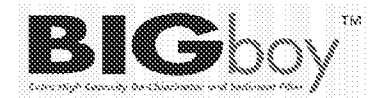
None

**B. ASSIGNED PATENT APPLICATIONS**

None

**C. ASSIGNED TRADEMARKS**

**1. Unregistered Trademarks**



**EVOLUTION**


**EVOLUTION RO 1000 HIGH-FLOW  
REVERSE OSMOSIS SYSTEM**



**HYDROID**



**2. Trademark Registrations and Applications and All Unregistered Rights Therein**

	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Goods/Services</b>
1.	HYDRO-LOGIC PURIFICATION SYSTEMS	United States	85228271	4039863	Int'l Class 11: Water filtering, purification and conditioning devices, for residential and light commercial use
2.	HYPERLOGIC	United States	86331127	4770250	Int'l Class 11: water filtering, purification and conditioning units, for commercial use; water treatment equipment, namely, reverse osmosis units
3.	EVOLUTIONRO	United States	90033437		Int'l Class 11: Water filtering, purification and conditioning devices, for commercial use, water treatment equipment, namely, reverse osmosis units
4.	AS370 GENUINE HYPERLOGIC ANTISCALANT	United States	90787767		Int'l Class 1: Chemical products for preventing scale
5.	<b>AS370</b> <i>Genuine HyperLogic Antiscalant</i>	United States	90817589		Int'l Class 1: Chemical products for preventing scale
6.	MICRO75	United States	90787764		Int'l Class 11: Water treatment equipment, namely, water filtration units and reverse osmosis units
7.	<b>micRO<sub>75</sub></b>	United States	90817610		Int'l Class 11: Water treatment equipment, namely, water filtration units and reverse osmosis units
8.	PREEVOLUTION	United States	90787759		Int'l Class 11: Water filtration, purification, and conditioning devices for hydroponics use
9.	<b>PreEvolution</b>	United States	90817617		Int'l Class 11: Water filtration, purification, and conditioning devices for hydroponics use
10.	ECOSPRING	United States	90787754		Int'l Class 11: Water filtration, purification, and conditioning devices for residential use
11.		United States	90817620		Int'l Class 11: Water filtration, purification, and conditioning devices for residential use
12.	FERTILOGIC	United States	90724173		Int'l Class 9: Fertigation apparatus for introducing fertilizers into an irrigation system
13.	<b>FERTILogic</b>	United States	90817629		Int'l Class 9: Fertigation apparatus for introducing fertilizers into an irrigation system



14	BIGBOY	United States	90260047	6416239	Int'l Class 11: Water filtering, purification and conditioning devices, for residential and light commercial use, water treatment equipment, namely, reverse osmosis units
15	CHLORASHIELD	United States	88208695	5787494	Int'l Class 11: Water filtering, purification and conditioning devices, for residential and light commercial use
16	SUPER LOGIC PROFESSIONAL COMMERCIAL REVERSE OSMOSIS	United States	85669647	4419582	Int'l Class 11: water treatment equipment, namely, reverse osmosis units
17	LIFESPRING	United States	85420214	4286680	Int'l Class 11: water filtering, purification and conditioning devices, for residential and light commercial use
18	GROGREEN	United States	85420199	4384587	Int'l Class 11: water filtering, purification and conditioning devices, for residential and light commercial use
19	SMALL BOY	United States	85420179	4280474	Int'l Class 11: water filtering, purification and conditioning devices, for residential and light commercial use
20	TALL BOY	United States	85420167	4280473	Int'l Class 11: Water filtering, purification and conditioning devices, for residential and light commercial use

#### 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.

#### E. DOMAIN NAMES AND SOCIAL MEDIA ACCOUNTS

All domain names and social media accounts, including but not limited to (if others exist) to the following:

1. <https://hyper-logic.com/>
2. <https://www.hydrologicsystems.com/>
3. <https://www.facebook.com/hydrologicpurification>
4. <https://www.instagram.com/hydrologic/>
5. <https://www.youtube.com/user/hydrologicwater>
6. <https://www.pinterest.com/hydrologic/hydrologic-hydroponics-and-more/>