

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plow & Hearth, LLC		11/01/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	VivaTerra International, LLC		
Street Address:	5915 Midlothian Turnpike		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23225		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2676351	WIND & WEATHER	
Registration Number:	2630268		
Registration Number:	2236301	WIND & WONDER	
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:	4048853330		
Email:	nina.dhillon@troutman.com		
Correspondent Name:	Michael D. Hobbs, Jr., Esq.		
Address Line 1:	600 Peachtree Street, NE, Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	249818.000002		
NAME OF SUBMITTER:	Nina Dhillon		
SIGNATURE:	/nina dhillon/		
DATE SIGNED:	11/01/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated effective as of November 1, 2021 (“**Effective Date**”), is made by and between Plow & Hearth, LLC, (“**Assignor**”), a Delaware limited liability company, located at 5915 Midlothian Turnpike, Richmond, VA 23225, in favor of VivaTerra International, LLC (“**Assignee**”), a Delaware limited liability company, located at 5915 Midlothian Turnpike, Richmond, VA 23225 (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment;

WHEREAS, the Parties desire to enter into this IP Assignment; and

WHEREAS, Assignor and Assignee agree to the use of this instrument for the recording of the original intellectual property with domestic and foreign governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 following (the “**Assigned IP**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the registered and unregistered copyrights in both published and unpublished works, and all copyright registrations and applications and any renewals or extensions thereof (the “**Copyrights**”) as identified in Schedule 3 hereto;

(d) other intellectual property not expressly identified in other provisions of this IP Assignment or included in the Schedules attached hereto and used in connection with Assignor's business of inventing, developing, manufacturing, distributing and selling garden, home décor, and gift products, including without limitation flags, deck & patio décor, garden accents, bird & nature products, firepits and fireplace accessories, home furnishings, and seasonal/holiday decorations for, through, and directly to end consumers through the Company's branded websites, catalogs and various third-party online channels (the "**Business**") (whether or not Assignor filed an application for registration or any registration issued therefrom or such application or registration is recorded in Assignor's name), including, without limitation, any and all (i) inventions and trade secrets, (ii) trademarks, service marks, trade dress, trade names, logos, slogans, trade names and brand names, and the goodwill associated therewith, (iii) works of authorship and copyrightable works, including without limitation, creative materials, advertising materials, photography, product images, and artwork (both foreign and domestic), (iv) web sites and content (including, without limitation, domain names and domain name registrations and all IP addresses and web pages and social media accounts associated therewith, and set forth in Schedule 4 together with the goodwill associated therewith) (the "**Domain Names**"), and (v) customer lists, customer records, customer mailing lists, customer emailing lists and the data for the products relating to the Business (the "**Customer Information**").

(e) 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;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and 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. Such assignment shall also include the assignment of the right of action with respect to any infringement of the Assigned IP, and recovery of past damages regarding same, which occurred prior to the Effective Date, regarding which Assignor had not taken any action prior to the Effective Date.

2. Recordation and Further Actions.

(a) Assignor grants Assignee and the designated attorneys of Assignee and their foreign agents the authority and power to record this instrument with the Patent, Trademark and Copyright Offices of the United States and any foreign countries and to insert on this instrument any further identification which may be necessary or desirable to affect said recordation. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

(b) In association with the Domain Names, Assignor agrees to perform all affirmative acts which may be reasonably requested by Assignee to implement and perfect the above described transfer of rights and to secure transfer of the Domain Names before the registrars thereof as well as to cooperate reasonably with Assignee in obtaining and/or providing information required in any proceeding relating to the Domain Names. Assignor further agrees to follow Assignee's reasonable instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner. Specifically, Assignor agrees to prepare and transmit the necessary Registrant Name Change Agreements (RCNA's) or other written authorizations and/or instruction and/or to correspond with the applicable registrars to instruct and authorize transfer of the Domain Name registrations, including by providing to Assignee a functioning user name and password.

3. All Liabilities Excluded. Assignee does not assume and shall not be liable for, and Assignor retains and shall remain solely liable for and obligated to discharge, all of the debts, contracts, agreements, commitments, obligations and other liabilities of any nature whatsoever associated with the Assigned IP to the extent arising prior to the Effective Date, whether known or unknown, accrued or not accrued, fixed or contingent. Assignee shall be responsible and liable for all liabilities and obligations of any nature whatsoever associated with the Assigned IP to the extent arising on or after the Effective Date, whether known or unknown, accrued or not accrued, fixed or contingent.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Further Assurances.

(a) At the Effective Date, and from time to time thereafter as reasonably requested in writing by Assignee, Assignor shall make all appropriate filings to effect the transfer of all of Assignor's rights, titles and interests in, to and under the Assigned IP.

(b) Assignor shall, at Assignee's expense, provide to Assignee, its successors, assigns or other representatives, reasonable and prompt cooperation and assistance as may be reasonably required in connection with (i) Assignee effectuating the purposes of this IP Assignment (including, without limitation, by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation and performing any other actions as may be required to affect the transfer of all of Assignor's rights, titles and interests in, to and under the Assigned IP and to enable Assignee to obtain the full benefits of this Assignment), (ii) Assignee preparing and prosecuting any applications relating to the Assigned IP, and (iii) Assignee bringing or defending against any infringement suit or other proceeding that may arise in connection with any of the Assigned IP.

(c) To the extent any of the ownership of the above Domain Names and the Customer Information fails to be transferred to Assignee as of the Effective Date, Assignor shall take all actions to ensure Assignee has the exclusive right to control, use or otherwise be entitled to all rights, titles and interests to and in such Domain Names and the Customer Information to the greatest extent permitted by law.

6. License to Related IP. To the extent the titles of the Assigned IP that have not been fully transferred to Assignee (the “**Related IP**”), Assignor hereby grants to Assignee, without further consideration, a perpetual, transferable, irrevocable, fully-paid license, throughout the world, with the right to sublicense through multiple levels of sub-licensees to any and all Related IP to (as applicable): (a) reproduce, create derivative works of, distribute, publicly perform, publicly display, transmit, and otherwise use the Related IP in any medium or format, whether now known or hereafter discovered; (b) use, make, have made, sell, have sold, offer to sell, market, promote, import, and otherwise exploit any Related IP; and (c) exercise any and all similar present or future rights in the Related IP.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. 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 hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

PLOW & HEARTH, LLC

By: Ting Xu

Name: Ting Xu

Title: owner and president

VIVATERRA INTERNATIONAL, LLC

By: Ting Xu

Name: Ting Xu

Title: owner and president

SCHEDULE 1

PATENTS

[NONE]

**SCHEDULE 2
TRADEMARKS**

Trademarks	Owner	Application No.	Application Date	Jurisdiction	Status	Registration No.	Registration Date
<u>WIND & WEATHER</u>	Plow & Hearth, LLC	76160556	November 6, 2000	USA	Registered	2676351	January 21, 2003
<i>Design Only</i>							
<u>WIND & WONDER</u>	Plow & Hearth, LLC	76160056	November 6, 2000	USA	Registered	2630268	October 8, 2002
<u>WIND & WEATHER</u>	Plow & Hearth, LLC	75393401	November 20, 1997	USA	Registered	2236301	March 30, 1999
					United Kingdom Cancelled Expired Last Status Received:		
<u>WIND & WEATHER</u>	PH International, LLC (Company or Organization California)	902215002	May 3, 2001	United Kingdom	Expired		March 12, 2003
					European Union Registered Last Status Received: Registered, May 15, 2003		
<u>WIND & WEATHER</u>	PH International, LLC (California)	002215002	May 3, 2001	European Union	Registered Last Status Received: Registered, May 15, 2003	002215002	March 12, 2003

SCHEDULE 3
COPYRIGHTS

[NONE]

SCHEDULE 4

DOMAIN NAMES

weatherandwind.com
weatheroutlet.com
windandweather.asia
windandweather.biz
windandweather.com
windandweather.eu
windandweather.mobi
windandweather.net
windandweather.org
windandweather.us
windandweathermeters.com
windandwonder.com
windweather.asia
windweather.com
windweather.net
windweather.org
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SCHEDULE 1

PATENTS

[NONE]