

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard Owen Nursery, Inc.		11/17/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Gardens Alive, Inc.		
Street Address:	230 Mary Avenue		
City:	Greendale		
State/Country:	INDIANA		
Postal Code:	47025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3282873	DUTCH GARDENS	
Registration Number:	5169481	BURGESS SEED & PLANT CO.	
Registration Number:	5169480	DIRECT GARDENING	
CORRESPONDENCE DATA			
Fax Number:	7168456474		
<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:	7168456000		
Email:	kguerin@kavinokycocook.com		
Correspondent Name:	Kelly E. Guerin, Esq.		
Address Line 1:	726 Exchange Street, Suite 800		
Address Line 4:	Buffalo, NEW YORK 14210		
NAME OF SUBMITTER:	Kelly E. Guerin		
SIGNATURE:	/Kelly E. Guerin/		
DATE SIGNED:	11/30/2021		
Total Attachments: 4			
source=Executed - Assignment of Trademarks - Richard Owen Nursery, Inc. (Seller) - Live Marks#page1.tif			
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OP \$90.00 3282873

RICHARD OWEN NURSERY, INC.

ASSIGNMENT OF TRADEMARKS/SERVICE MARKS

Whereas, RICHARD OWEN NURSERY, INC., an Illinois corporation with an address at 1700 Morrissey Drive, Bloomington, Illinois 61701 ("Assignor"), has adopted and used certain trademarks, trade names and/or service marks, including, but not limited to, the trademarks, trade names and/or service marks listed on Schedule A attached hereto (hereinafter collectively described as the "Marks"); some of which Marks may be the subject of pending applications with the United States Patent and Trademark Office, some of which Marks may be the subject of registrations with the United States Patent and Trademark Office, some of which Marks may be the subject of pending applications with foreign trademark offices and some of which Marks may be the subject of registrations with foreign trademark offices, as more specifically described on Schedule A;

Whereas, GARDENS ALIVE, INC., a Delaware corporation, with an office at 230 Mary Avenue, Greendale, Indiana 47025 (the "Assignee"), is desirous of acquiring said Marks and the goodwill associated therewith; and

Whereas, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the 17th day of November, 2021 (the "Agreement").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably and forever fully assign, transfer and release unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the said Marks, worldwide, including, but not limited to, all of Assignor's right, title, and interest in and to any national, foreign and United States federal and state pending applications, registrations, renewals and extensions thereof, as well as all common law rights, for such Marks, together with the goodwill of the business symbolized by the Marks and all benefits relating to the foregoing whether before or hereafter accrued (including, without limitation, the exclusive right to apply for, maintain and renew any application and registration for the Marks), free and clear of all liens, claims, encumbrances and interests of any kind. For any United States federal trademark application for which a supported claim of use has not been filed with and accepted by the United States Patent and Trademark Office as of the effective date of this Assignment, Assignor also does hereby fully assign, transfer and release unto Assignee that portion of Assignor's business to which the applicable Mark(s) pertain.


Assignor further assigns, transfers and releases to Assignee any and all royalties, income, payments and proceeds, whether now accrued or accruing in the future, as well as all claims for damages by reason of past, present or future continuing infringement of said Marks, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns, or other legal representatives.

This Assignment of Trademarks/Service Marks is delivered subject to the terms and conditions of the Agreement, which shall continue in full force and effect and shall control in the event of any conflict with the terms of this Assignment of Trademarks/Service Marks.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks/Service Marks to be executed as of the day and year indicated below.

Dated: As of the 17th day of November, 2021

RICHARD OWEN NURSERY, INC.

By: 
Name: Deanne M. Colledge
Its: President

STATE OF ILLINOIS)
) SS.:
COUNTY OF McLean)

On the 17th day of November, 2021, before me the undersigned, personally appeared Deanne M. Colledge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Assignment and acknowledged to me that she executed the same in her capacity as an authorized representative of Richard Owen Nursery, Inc., and that by her signature on the Assignment she executed the Assignment on behalf of Richard Owen Nursery, Inc., and that Deanne M. Colledge made such appearance before the undersigned in the City of Bloomington and State of Illinois.

A. Christopher Cox
Notary Public



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