

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691987

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Richard Owen Nursery, Inc.		11/17/2021	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gardens Alive, Inc.		
<b>Street Address:</b>	230 Mary Avenue		
<b>City:</b>	GREENDALE		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47025		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0884840	MYSTERIA	
<b>Registration Number:</b>	0668516	BLIZZARD BELT	
<b>Registration Number:</b>	1009062	EXOTICA	
<b>Registration Number:</b>	0994947	HOUSE-PLANT-A-MONTH PLAN	
<b>Registration Number:</b>	0911912	GREEN MIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7168456000		
<b>Email:</b>	kguerin@kavinokycocook.com		
<b>Correspondent Name:</b>	Kelly E. Guerin, Esq.		
<b>Address Line 1:</b>	726 Exchange Street, Suite 800		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14210		
<b>NAME OF SUBMITTER:</b>	Kelly E. Guerin		
<b>SIGNATURE:</b>	/Kelly E. Guerin/		
<b>DATE SIGNED:</b>	12/02/2021		
<b>Total Attachments: 4</b>			
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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 17<sup>th</sup> 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, if any, in and to the said Marks, worldwide, including, but not limited to, all of Assignor's right, title, and interest, if any, 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.

Notwithstanding the foregoing, Assignee understands and agrees that, as indicated on Schedule A, Assignor's registration for certain of the Marks identified on Schedule A may have been cancelled, expired, or otherwise invalid (the "Dead Marks"). Nothing in this Assignment of Trademarks/Service Marks shall be deemed as a representation or warranty by Assignor that Assignor has any right, title or interest in and to any Dead Marks, or a representation or warranty by the Assignor regarding the nature and extent of Assignor's right, title or interest in and to such Dead Marks. Assignor and Assignee understand and agree that Assignor's transfer of right, title and interest in and to any Dead

Marks is expressly limited to the extent that Assignor is deemed to have any such right, title or interest. Any subsequent determination that Assignor has no right, title or interest in any Dead Marks shall not constitute a breach of the Agreement by Assignor.

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 17<sup>th</sup> day of November, 2021

**RICHARD OWEN NURSERY, INC.**

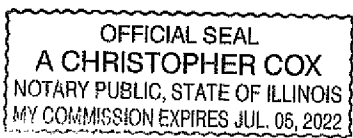
By: Deanne M. Colledge  
Name: Deanne M. Colledge  
Its: President

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

On the 17<sup>th</sup> 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

594780.1



**SCHEDULE A**

OWNER: Richard Owen Nursery, Inc., an Illinois corporation

All trademarks, trade names and service marks owned by Richard Owen Nursery, Inc., including, but not limited to, those identified in the below chart, as well as the below listed applications and/or registrations:

MARK	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	SERIAL NUMBER	FILE DATE	COUNTRY
MYSTERIA	Cancelled	0884840	January 27, 1970	72312296	November 15, 1968	U.S.
BLIZZARD BELT	Expired	0668516	October 21, 1958	72015263	September 7, 1956	U.S.
EXOTICA	Expired	1009062	April 15, 1975	73006549	November 16, 1973	U.S.
House-Plant-a-Month Plan	Expired	0994947	October 1, 1974	72454814	April 17, 1973	U.S.
GREEN MIST	Expired	0911912	June 8, 1971	72365932	July 22, 1970	U.S.