

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706236

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900665587

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goddess Love Unlimited Enterprises, LLC		12/23/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5626400	TRUE LIBERTY BAGS
Registration Number:	5626399	TRUE LIBERTY BAGS
Registration Number:	5626398	TRUE LIBERTY

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

NAME OF SUBMITTER:	Jennifer Earley
SIGNATURE:	/Jennifer Earley/
DATE SIGNED:	02/03/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of December 23, 2021, is entered into by and between HGCI, Inc., a Nevada corporation (“**Assignee**”), and Goddess Love Unlimited Enterprises, LLC, a California limited liability company dba True Liberty Bags (“**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 (as defined in the Purchase Agreement) directly related 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:

Goddess Love Unlimited Enterprises, LLC

DocuSigned by:
By Jennifer Melisa Diaz
Name: Jennifer Melisa Diaz
Title: Chief Executive 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:

Goddess Love Unlimited Enterprises, LLC

By: _____

Name: Jennifer Melisa Diaz

Title: Chief Executive Officer

ASSIGNEE:

HGCI, Inc. DocuSigned by:

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

None.

2. Trademark Registrations and Applications and All Rights Therein

	Trademark	Jurisdiction	Serial Number	Reg. Number	Goods/Services
1.	 TRUE LIBERTY BAGS	U.S.	87873177	5626400	IC 016. US 002 005 022 023 029 037 038 050. G & S: Plastic oven cooking bags, microwave cooking bags, resealable plastic general purpose bags for use with vacuum sealers.
2.	 TRUE LIBERTY BAGS	U.S.	87873137	5626399	IC 016. US 002 005 022 023 029 037 038 050. G & S: Plastic oven cooking bags, microwave cooking bags, resealable plastic general purpose bags for use with vacuum sealers.
3.	TRUE LIBERTY	U.S.	87873002	5626398	IC 016. US 002 005 022 023 029 037 038 050. G & S: Plastic oven cooking bags, microwave cooking bags, resealable plastic general purpose bags for use with vacuum sealers.

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, including but not limited to the following:

	Type of Work	Jurisdiction	Title	Reg. No.	Reg. Date
1.	Visual Material	U.S.	Turkey Bags package insert, et al.	VA0001756852	1/25/2011

E. DOMAIN NAMES

Domain Name	Creation Date	Expiration	Registrant	Registrar
https://truelibertybags.com	8/1/2009	8/1/2030	Privacy Protected	Domain-It!, Inc.

F. SOCIAL MEDIA ACCOUNTS

1. <https://www.facebook.com/TrueLibertyBags/>
2. <https://twitter.com/truelibertybags>
3. <https://www.instagram.com/truelibertybags/?hl=en>
4. https://www.youtube.com/channel/UC4TzWBP2Ewdwp_PObaLPj3g
5. <https://pin.it/21pjjJk>
6. <https://vimeo.com/truelibertybags>