

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luxx Lighting, Inc.		12/30/2021	Corporation: 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: 4			
Property Type	Number	Word Mark	
Serial Number:	90540838	BY GROWERS FOR GROWERS	
Serial Number:	90293299	LUXX LIGHTING	
Serial Number:	87350812	LUXX LIGHTING CO.	
Serial Number:	90585339	YOUR INDUSTRY OUR INDUSTRY	
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:	937-578-1561		
Email:	trademarks@scotts.com		
Correspondent Name:	HGCI, Inc.		
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:	01/09/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of December 30, 2021, is entered into by and between HGCI, Inc., a Nevada corporation (“**Assignee**”), and Luxx Lighting, Inc., a California corporation (“**Assignor**”). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee’s affiliate, Hawthorne Hydroponics LLC (“**Hawthorne**”), and Assignor have entered into a certain Asset Purchase Agreement, dated as of December 29, 2021 (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 Business Intellectual Property including, but not limited to, the following (the “**Assigned IP**”):

(a) the Company’s registered Business Intellectual Property, 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 Business Intellectual Property;

(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.

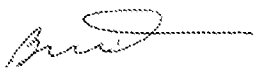
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated will be governed by, and construed under, the laws of the United States and the State of 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 hereto have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

LUXX LIGHTING, INC.

By: 
Name: Brandon L. Burkhart
Title: Chief Executive Officer

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

ASSIGNEE:

HGCI, Inc.

By:  _____

Name: Mindy Wälsler

Title: Treasurer, Secretary and Director

Signature Page to Intellectual Property Assignment Agreement