

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707177

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|---|--|--------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Horticultural Rep Group, Inc. | | 02/01/2022 | Corporation: UTAH |
| Nanolux Technology Inc. | | 02/01/2022 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | HRG Distribution Corp. | | |
| Street Address: | 5619 DTC Parkway, Suite 900 | | |
| City: | Greenwood Village | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80111 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6075649 | MAXMICROBE | |
| Registration Number: | 5563978 | MORE POWER TO THE FLOWER | |
| Registration Number: | 5515609 | ENVIROTEK | |
| Registration Number: | 5245122 | DE-CHILL | |
| Registration Number: | 5307053 | MAXPAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8602758299 | | |
| <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: | 860-275-8285 | | |
| Email: | jscheib@rc.com | | |
| Correspondent Name: | Jacqueline P. Scheib | | |
| Address Line 1: | 280 Trumbull Street | | |
| Address Line 2: | Robinson & Cole LLP | | |
| Address Line 4: | Hartford, CONNECTICUT 06103 | | |
| NAME OF SUBMITTER: | Jacqueline P. Scheib | | |
| SIGNATURE: | /Jacqueline P. Scheib/ | | |
| DATE SIGNED: | 02/08/2022 | | |

OP \$140.00 6075649

Total Attachments: 7

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ASSIGNMENT OF INTANGIBLE ASSETS AND INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTANGIBLE ASSETS AND INTELLECTUAL PROPERTY (the "Assignment"), dated as of February 1, 2022 (the "Effective Date"), is by and among Horticultural Rep Group, Inc., a Utah corporation ("Seller"), Nanolux Technology Inc., a California corporation ("Nanolux," with each of Seller and Nanolux hereinafter individually referred to as an "Assignor"), and HRG Distribution Corp., a Delaware corporation ("Assignee").

WHEREAS, each Assignor, Assignee and other parties have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 26, 2022, pursuant to which each Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intangible Purchased Assets and Intellectual Property Assets (as those terms are defined in the Purchase Agreement) of such Assignor, and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all right, title and interest in and to the intangible Purchased Assets and the Intellectual Property Assets of such Assignor, including without limitation, if any, the following (collectively, the "Assigned IP"):

a. the trademarks, trade names, fictitious names, trade dress, logos, brand names, and other indicia of source used by Seller in operation of the Business (as such term is defined in the Purchase Agreement) whether registered, unregistered or arising by an applicable law of any jurisdiction throughout the world, set forth on Schedule A and all registrations and applications for registration of such trademarks, and all issuances, extensions and renewals thereof together with all common law rights associated with the trademarks and the goodwill of the business connected with the use of, and symbolized by the trademarks;

b. the patents and patent applications set forth on Schedule A and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

c. the copyrights set forth on Schedule A, any registrations and applications for registration and all issuances, extensions, and renewals thereof;

d. the domain name registrations ("Domain Names") set forth on Schedule A, together with all account information related thereto and all goodwill of the business connected with or symbolized by the Domain Names, in all countries of the world including the United States of America, its territories and possessions;

e. the social media accounts ("Social Media") set forth on Schedule A, together with all passwords related thereto and the goodwill of the business connected with or symbolized by the Social Media;

f. all software as set forth on Schedule A, if and to the extent assignable;

g. all customer lists;

h. all rights of any kind whatsoever of the Assignor accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

i. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned IP; and

j. any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on and/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. Further Assurances. Each Assignor will, promptly upon Assignee's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein. Without limiting the foregoing, each Assignor agrees to, on the Effective Date or, if not practicable to do so on the Effective Date, as soon thereafter as practicable (i) take any actions necessary, including the execution, acknowledgement and delivery of any necessary Domain Names transfer documents reasonably requested by Assignee, to change the administrative contact and the technical contact for the Domain Names included in the Assigned IP to that of Assignee (or its designee), and otherwise effect the conveyance and assignment of the Domain Names to Assignee; (ii) take any actions necessary with respect to the transfer of the Assigned IP to Assignee; and (iii) take any actions necessary to provide access to and transfer of ownership of the Social Media to Assignee. Each Assignor further agrees to provide any materials reasonably requested by Assignee and in each Assignor's or its advisor's or representative's possession or control as necessary in order to perform due diligence or to respond to any third party infringement claims with respect to the Assigned IP.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each Assignor and Assignee with respect to the Intellectual Property Assets. The provisions contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of 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).

6. Counterparts. This Assignment may be executed in multiple 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 Assignment delivered by electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment of Intangible Assets and Intellectual Property as of the Effective Date.

ASSIGNORS:

HORTICULTURAL REP GROUP, INC.

DocuSigned by:
Keith Harrington
By: _____
Name: Keith Harrington
Title: President

NANOLUX TECHNOLOGY INC.

DocuSigned by:
Keith Harrington
By: _____
Name: Keith Harrington
Title: President

ASSIGNEE:

HRG DISTRIBUTION CORP.

DocuSigned by:
Darren Lampert
By: _____
Name: Darren Lampert
Title: CEO

[Signature page to Assignment of Intangible Assets and Intellectual Property]