

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S.J. Enterprises PTY LTD		04/28/2022	Trustee: AUSTRALIA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	5083185	SUPA STIKY	
Registration Number:	5092202	RYZOFUEL	
Registration Number:	4755770	SUGA RUSH	
Registration Number:	4960804	CYCLONE	
Registration Number:	4052557	CYCO	
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>			
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		
DOMESTIC REPRESENTATIVE			
Name:	Robert J. Morgan		
Address Line 1:	3993 Howard Hughes Parkway, Suite 250		
Address Line 4:			
NAME OF SUBMITTER:	Jennifer Earley		
SIGNATURE:	/Jennifer Earley/		

CH \$140.00 5083185

DATE SIGNED:	05/13/2022
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Intellectual Property Assignment**”), dated as of April 28, 2022 (“**Effective Date**”), is entered into by and among S.J. Enterprises PTY LTD (ACN 133 549 130) as trustee for Jones Trust (ABN 55 920 154 915) (“**Assignor**”), in favor of HGCI, Inc., a Nevada corporation (“**Assignee**”). Each of Assignee and Assignor are sometimes referred to herein as a “**Party**” and together as the “**Parties**”. Any capitalized terms used in this Intellectual Property Assignment but not otherwise defined herein will have the meanings set forth in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Assignor and Hawthorne Hydroponics LLC, a Delaware limited liability company and Affiliate of Assignee (“**Buyer**”), have entered into an Asset Purchase Agreement, dated as of the Effective Date (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”), by and among Assignor, Buyer, and Shaun Silvio Joseph Jones, solely with respect to Sections 6.4 and 8.13; and

WHEREAS, Assignee desires to acquire all domestic and foreign rights, including common law rights, owned by Assignor in and to certain intellectual property of the Business pursuant to the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. **Assignment**. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title and interest in, to and under the following, in each case, only to the extent such relates to the Business:

- (a) any and all common law marks, trademark registrations or trademark applications, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof, including, but not limited to the trademarks set forth on **Schedule A** (the “**Assigned IP**”);
- (b) all rights in any trade secrets, including product formulations or methods Assignor believes to be protected as a trade secret;
- (c) any and all domain name registrations, excluding the domain name cycoflower.com.au, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof, including, but not limited to, the domain names set forth on **Schedule B** (the “**Domain Names**”);

(d) all rights of any kind whatsoever, including copyrights, Moral Rights or other distinct rights, 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. Moral Rights for the purposes of this Section means the moral rights of the creator of copyrights (including, without limitation, the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship) under the *Copyright Act 1968* (Cth), and any similar rights existing under any foreign laws; and

(e) any and all claims, with respect to any of the foregoing, as well as any royalties, fees, income, payments and other proceeds as at the date hereof or hereafter due or payable, for damages and injunctive relief, whether accruing before, on, or after the date hereof, 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 hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, Assignor will take reasonable steps and actions, and provide reasonable 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 necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee or any assignee or successor thereto. Assignor will also provide all reasonable assistance requested by Assignee in any action brought by Assignee to enforce, or protect, the Assigned IP.

3. Notice. Notice under any Section of this Intellectual Property Assignment will be provided in accordance with Section 8.1 of the Purchase Agreement and the Assignee's details for the purposes of such notices is as follows:

HGCI, Inc.
3993 Howard Hughes Parkway, Suite 250
Las Vegas NV 89169
Attention: Robert Morgan
Email: robert.morgan@scottis.com

With a copy (which will not constitute notice) to:

Jones Day
250 Vesey Street
New York, New York 10281
Attention: Randi Lesnick
Email: rclesnick@jonesday.com

4. Subject to Purchase Agreement. The scope, nature and extent of the Purchased Assets, including the Assigned IP, is expressly set forth in the Purchase Agreement and the Assignor's Disclosure Schedules thereto. Nothing contained herein will itself change, amend, extend or alter (nor will it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Intellectual Property Assignment does not create or establish liabilities, rights or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Intellectual Property Assignment, the provisions of the Purchase Agreement will control.

5. Binding Assignment. This Intellectual Property Assignment is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

6. Modification or Amendment. This Intellectual Property Assignment may only be amended, supplemented or modified by a written instrument duly executed by or on behalf of each Party to this Intellectual Property Assignment.

7. No Third Party Beneficiaries. The terms and provisions set forth herein are solely for the benefit of Assignee, in accordance with and subject to the terms of this Intellectual Property Assignment, and this Intellectual Property Assignment is not intended to, and does not, confer upon any Person other than Assignee and its successors and assigns any rights or remedies hereunder.

7. Governing Law and Venue. This Intellectual Property Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard for the conflict of laws principles thereof.

8. Jurisdiction. Each Party hereby irrevocably submits and consents to the exclusive jurisdiction of the Delaware Court of Chancery (and if jurisdiction in the Delaware Court of Chancery will be unavailable, the federal courts of the United States of America sitting in the state of Delaware) in respect of any action, suit or proceeding arising in connection with this Intellectual Property Assignment and the transactions contemplated hereby, and each party agrees that any such action, suit or proceeding will be brought only in such court (and waives any objection based on *forum non conveniens* or any other objection to venue therein); *provided, however*, that such consent to jurisdiction is solely for the purpose referred to in this Section 8 and will not be deemed to be a general submission to the jurisdiction of said courts or in the state of Delaware other than for such purpose. Any and all process may be served in any action, suit or proceeding arising in connection with this Intellectual Property Assignment by complying with the provisions of Section 8.1 of the Purchase Agreement. Such service of process will have the same effect as if the Party being served were a resident in the State of Delaware and had been lawfully served with such process in such jurisdiction. The Parties hereby waive all claims of error by reason of such service. Nothing herein will affect the right of any Party to service process in any other manner permitted by Law or to commence legal proceedings or otherwise proceed against the other in any other jurisdiction to enforce judgments or rulings of the aforementioned courts. EACH PARTY TO THIS INTELLECTUAL PROPERTY ASSIGNMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS INTELLECTUAL PROPERTY ASSIGNMENT OR IN ANY

WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR ANY OF THEM WITH RESPECT TO THIS INTELLECTUAL PROPERTY ASSIGNMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT JURY, AND THAT ANY PARTY TO THIS INTELLECTUAL PROPERTY ASSIGNMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 8 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

9. Severability. If any provision of this Intellectual Property Assignment is held by a court of competent jurisdiction or other Governmental Authority to be illegal, invalid or unenforceable under any present or future Law, (a) such provision will be fully severable, (b) this Intellectual Property Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Intellectual Property Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Intellectual Property Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

10. Section Headings. The section headings contained herein are for reference purposes only and do not affect in any way the meaning or interpretation of this Intellectual Property Assignment.

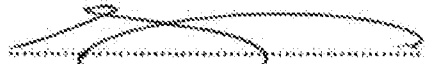
11. Counterparts. This Intellectual Property Assignment may be executed in any number of counterparts, all of which will be deemed originals and constitute one and the same instrument. This Intellectual Property Assignment, and any amendment hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

Executed by S.J. Enterprises PTY LTD)
in its capacity as trustee of Jones Trust)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)


Sole Director and Company Secretary

Shaun Silvio Joseph Jones
Full Name

ASSIGNEE:

HGCI, INC.

By:

Name: Mindy Walser
Title: Treasurer, Secretary and
Director

[Signature Page to Intellectual Property Assignment Agreement]

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Executed by **S.J. Enterprises PTY LTD**)
in its capacity as trustee of Jones Trust)
in accordance with section 127(1) of the)
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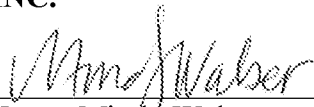
.....
Sole Director and Company Secretary

.....
Full Name

ASSIGNEE:

HGCI, INC.

By:



Name: Mindy Walser
Title: Treasurer, Secretary and
Director