900698086

06/01/2022

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM731838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pro-Mark, LLC		05/31/2022	Limited Liability Company: UTAH

### **RECEIVING PARTY DATA**

Name:	Husqvarna AB	
Street Address:	Drottninggatan 2	
City:	Huskvarna	
State/Country:	SWEDEN	
Postal Code:	56182	
Entity Type:	Aktiebolag: SWEDEN	

### **PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	3781973	GARDEN IQ SERIES
Registration Number:	3793924	GARDEN IQ SERIES
Registration Number:	3741198	BOND
Registration Number:	3392004	BOND
Registration Number:	3261213	BOND
Registration Number:	4104074	CARBONITE
Registration Number:	4621447	BRYANT
Registration Number:	4293391	BLOOM
Registration Number:	4455969	BLOOM
Registration Number:	4538807	ACCUSCAPE
Registration Number:	4507452	SYNCDRIVE
Registration Number:	4714168	ZERO KINK
Registration Number:	4709720	NO KINK
Registration Number:	4625774	SPLASH
Registration Number:	4832338	XTREMEGRIP
Registration Number:	4514768	WINDZILLA
Registration Number:	4514770	GRASSZILLA
Registration Number:	4677674	BLOOM
Registration Number:	4958897	WEED OUT TRADEMARK

TRADEMARK

**REEL: 007740 FRAME: 0475** 

900698086

Property Type	Number	Word Mark	
Registration Number:	5033196	POLYFUSION TECHNOLOGY	
Registration Number:	5097198	AEROFLEX EXPANDING GARDEN HOSE	
Registration Number:	5045609	SNAKEWAND	
Registration Number:	5162664	CONTROLGRIP	
Registration Number:	5130432	GRIPHOOK	
Registration Number:	5247591	DURAFLEX	
Registration Number:	5247682	YACHTSMAN	
Registration Number:	5156155	SMART PRUNER	
Registration Number:	5191038	EXOJACKET	
Registration Number:	5191320	HYDRALITE	
Registration Number:	5148390	ANTIKINK	
Registration Number:	5195777	XTREME STEP	
Registration Number:	5440010	QUICK REPAIR COUPLINGS	
Registration Number:	5519694	BOND	
Registration Number:	5508724	BOND	
Registration Number:	5682018	INSTA BRACE	
Registration Number:	5678000	ACCUSCAPE PROSERIES	
Registration Number:	5629503	DURAFLEXPRO	
Registration Number:	5625978	BLOOM	
Registration Number:	6120162	BLOOM	
Registration Number:	6169080	BOND	
Registration Number:	6628803	AEROFLEX	

### **CORRESPONDENCE DATA**

8015371799 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: 801-518-7629

Email: rapp@austin-rapp.com

**Correspondent Name:** Robert S. Rapp

Address Line 1: 222 S. Main Street, 5th Floor Address Line 4: Salt Lake City, UTAH 84101

NAME OF SUBMITTER:	Robert S. Rapp	
SIGNATURE:	/Robert S. Rapp, Reg. No. 45393/	
DATE SIGNED:	06/01/2022	

**Total Attachments: 13** 

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment"), effective as of May 31, 2022 (the "Effective Date"), by and between Pro-Mark, LLC, a Utah limited liability company (the "Assignor"), and Husqvarna AB, a Swedish aktiebolag (the "Assignee") (collectively, the "Parties").

### WITNESSETH

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the intellectual property and applications for registration of intellectual property set forth in Schedule A, including the patents and patent applications set forth in Schedule A (collectively, the "Patents"), the registered and pending trademarks, service marks, and trade dresses (if any) set forth in Schedule A, including common law rights to the extent available under applicable law (collectively, the "Trademarks"), the copyright registrations and applications set forth in Schedule A (collectively, the "Copyrights"), and the residual IP ("Residual IP") set forth in Schedule A; and

WHEREAS, the Parties wish to execute and deliver this IP Assignment for the purpose of assigning all of Assignor's right, title, and interest in and to the Patents, Trademarks, Copyrights, and Residual IP from Assignor to Assignee pursuant to an Agreement to Transfer Intellectual Property effective as of May 31, 2022 (the "Agreement to Transfer"); and

NOW, THEREFORE, for good and valuable consideration, including at least the consideration specified in the Agreement to Transfer and the promises made, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Patents, including (i) any and all rights of priority thereto and renewals thereof; (ii) all patents and patent applications to which any of the Patents claim priority and all patents and patent applications claiming priority to any of the Patents; and (iii) all causes of action related to the Patents whether arising before, during, or after the present transfer, including the right to sue for past, present, and future infringement of the Patents and the right to collect monetary amounts of any type (e.g., profits and compensatory damages) for past, present, or future infringement thereof. Assignor further consents to recordation of this IP Assignment by Assignee in the pertinent governmental intellectual property offices throughout the world.
- 2. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) all causes of action related to the Trademarks whether arising before, during, or after the present transfer, including the right to sue for past, present, and future infringement of the Trademarks and the right to collect monetary amounts of any type (e.g., profits and compensatory damages) for past, present, or future infringement thereof. Assignor further consents to recordation of this IP Assignment by Assignee in the pertinent governmental intellectual property offices throughout the world.
  - 3. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its

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successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Copyrights, including the right to renew such Copyrights, and all causes of action related to the Copyrights whether arising before, during, or after the present transfer, including the right to sue for past, present, and future infringement of the Copyrights and the right to collect monetary amounts of any type (e.g., due or accrued profits, and statutory or other damages) for past, present, or future infringement thereof. Assignor further consents to recordation of this IP Assignment by Assignee in the pertinent governmental intellectual property offices throughout the world.

- 4. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Residual IP, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; (iii) all patents and patent applications included within the Residual IP ("Residual Patents"), including any and all patents and applications to which any of the Residual Patents claim priority and all patents and patent applications claiming priority to any of the Residual Patents; (iv) including the right to renew, maintain, retain and utilize any domain names included within the Residual IP ("Residual Domain Names"), and all other rights and privileges associated with ownership of the Residual Domain Names; and (v) all causes of action related to the Residual IP whether arising before, during or after the present transfer, including the right to sue for past, present, and future infringement of the Residual IP and the right to collect monetary amounts of any type (e.g., profits and compensatory damages) for past, present, or future infringement thereof. Assignor further consents to recordation of this IP Assignment by Assignee in the pertinent governmental intellectual property offices throughout the world.
- 5. Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all ownership rights in and to the Patents, Trademarks, Copyrights, and Residual IP to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this IP Assignment.
- 6. The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors and assigns, as fully and entirely as the same were held and enjoyed by the Assignor prior to the Effective Date of this IP Assignment.
- 7. Each of the Parties agree to execute and deliver such further conveyance instruments and take such further actions as may be necessary to evidence more fully the transfer of the Patents, Trademarks, Copyrights, and Residual IP contemplated herein, including, without limitation (i) completing all automated procedures and documentation as may be reasonably required to effectuate the transfer of the Intellectual Property, and (ii) providing testimony in connection with any proceeding affecting the right, title, or interest of Assignee in the Intellectual Property. Further, each of the Parties additionally agree to execute such further conveyances and corrections of this IP Assignment, as deemed appropriate by the Parties.
- 8. The individuals that execute this IP Assignment on behalf of Assignor are authorized to bind and obligate the entity defined herein as Assignor. The individuals that execute this IP Assignment on behalf of Assignee are authorized to bind and obligate the entity defined herein as Assignee.

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9. This IP Assignment may be executed in counterparts, each of which shall be deemed an original.
and all such counterparts collectively shall constitute one and the same agreement. The Parties further agree
that any counterpart bearing an electronic copy of a signature or an electronically applied signature shall be
enforceable as though the counterpart bore an original signature.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment, which is effective as of the Effective Date set forth above, on behalf of **Assignor**.

## Pro-Mark, LLC

By: Claus Andersen (May 33, 2022 06:39 GMT+1)

Name:	Claus Andersen
Title:	Manager

By: \_\_\_\_\_

Name: John Stanfield

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment, which is effective as of the Effective Date set forth above, on behalf of **Assignee**.

## Husqvarna AB

By: Var Johansson (May 30, 2022 22:30 GMT+2)

Name:	Pär Johansson
Title	Vice President Group Finance
	Holding

By: Terry Burke (May 33, 2022 07:53 GMT+1)

Name:	Terry Burke
Title:	Executive Vice President
	Finance IR & Communication
	and CFO, Group Management

## **SCHEDULE A**

# **PATENTS**

App. No.	Patent No.	Filing Date	Country	<u>Title</u>
201530199740.8	ZL 201530199740.8	06/17/2015	China	CARDBOARD
201730419331.3	ZL 201730419331.3	09/06/2017	China	SMART SAUCER
29/530,025	D767,968	06/12/2015	United States	SILICONE GRIP FOR GARDEN TOOLS
29/530,030	D760,042	06/12/2015	United States	SILICONE GRIP FOR GARDEN TOOLS
29/530,034	D783,374	06/12/2015	United States	SILICONE GRIP FOR GARDEN TOOLS
29/530,037	D784,780	06/12/2015	United States	SILICONE GRIP FOR GARDEN TOOLS
29/532,542	D764,025	07/08/2015	United States	SILICONE GRIP FOR WATERING NOZZLE

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## **TRADEMARKS**

App. No.	Reg. No.	Filing Date	Country	Mark
1606142	1606142	02/14/2014	Australia	*bloom
1409528	TMA807454	09/04/2008	Canada	CARBONITE
1883731	TMA1098298	02/16/2018	Canada	
1886819	TMA1077010	03/07/2018	Canada	SNAKEWAND
1886828	TMA1077899	03/07/2018	Canada	AEROFLEX
1886831	TMA1077898	03/07/2018	Canada	POLYFUSION TECHNOLOGY
1897076	TMA1115331	05/02/2018	Canada	DURAFLEX
6501942	6501942	01/10/2008	China	Bond
13238832	13238832	09/13/2013	China	庞德
15856040	15856040	12/04/2014	China	Bloom
15856041	15856041	12/04/2014	China	Bloom
15856042	15856042	12/04/2014	China	Bloom
15856043	15856043	12/04/2014	China	Bloom
15856044	15856044	12/04/2014	China	Bloom
15856046	15856046	12/04/2014	China	Bloom
15856047	15856047	12/04/2014	China	Bloom
15856052	15856052	12/04/2014	China	*blom
15856053	15856053	12/04/2014	China	*blom
15856055	15856055	12/04/2014	China	*bloom
15856057	15856057	12/04/2014	China	*blom
15856058	15856058	12/04/2014	China	*blom

App. No.	Reg. No.	Filing Date	Country	<u>Mark</u>	
15856059	15856059	12/04/2014	China	*blom	
17908851	17908851	09/16/2015	China	&bloom	
17908852	17908852	09/16/2015	China	**bloom	
19726657	19726657	04/22/2016	China	AROFLEX	
21034887	21034887	08/19/2016	China	YACHTSMAN	
24048388	24048388	05/10/2017	China	Bryani^	
24051919	24051919	05/10/2017	China	AccuScape	
012600094	012600094	02/14/2014	European Union Trademark and Designs Office	*bloom	
855094	1013281	05/17/2007	Mexico	HYDRO RAIN	
855095	1013282	05/17/2007	Mexico	HYDRO RAIN	
855096	1013283	05/17/2007	Mexico	HYDRO RAIN	
2015/10875	2015/10875	04/24/2015	South Africa	HYDRO-RAIN	
2015/10874	2015/10874	04/24/2015	South Africa	HYDRO-RAIN	
2015/10873	2015/10873	04/24/2015	South Africa	HYDRO-RAIN	
UK00912600094	UK00912600094	02/14/2014	United Kingdom	<b>%</b> bloom	
77529834	3781973	07/23/2008	United States	GARDEN IQ SERIES	
77535898	3793924	07/31/2008	United States	Garden IQ series	
78688086	3741198	08/08/2005	United States	bond	

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App. No.	Reg. No.	Filing Date	Country	<u>Mark</u>	
78978264	3392004	08/04/2005	United States	BOND	
78978581	3261213	08/08/2005	United States	poug	
85162574	4104074	10/27/2010	United States	CARBONITE	
85348492	4621447	06/16/2011	United States	Bryant	
85569353	4293391	03/14/2012	United States	*bloom	
85674553	4455969	07/11/2012	United States	*bloom	
85757935	4538807	10/18/2012	United States	ACCUSCAPE	
85841312	4507452	02/05/2013	United States	<b>Sync</b> Drive	
85949481	4714168	06/03/2013	United States	ZERO KINK	
85950461	4709720	06/04/2013	United States	NO KINK	
85965143	4625774	06/20/2013	United States	Splash 🔇	
85983786	4832338	02/12/2013	United States	XTREMEGRIP	
86097935	4514768	10/22/2013	United States	WINDZILLA	
86098384	4514770	10/22/2013	United States	GRASSZILLA	
86182697	4677674	02/03/2014	United States	<b>%</b> bloom	
86731108	4958897	08/20/2015	United States	WEEDSOUT	
86799113	5033196	10/26/2015	United States	POLYFUSION TECHNOLOGY	
86905074	5097198	02/11/2016	United States	AEROFLEX	
86935722	5045609	03/10/2016	United States	SNAKEWAND	
86939764	5162664	03/14/2016	United States	CONTROLGRIP	
86939771	5130432	03/14/2016	United States	GRIPHOOK	
87068016	5247591	06/10/2016	United States	DURAFLEX	
87110784	5247682	07/20/2016	United States	YACHTSMAN	
87140367	5156155	08/16/2016	United States	SMART PRUNER	

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App. No.	Reg. No.	Filing Date	Country	<u>Mark</u>	
87181430	5191038	09/23/2016	United States	EXOJACKET	
87200083	5191320	10/11/2016	United States	HYDRALITE	
87206128	5148390	10/17/2016	United States	ANTIKINK	
87255060	5195777	12/02/2016	United States	XTREME STEP	
87321206	5440010	02/01/2017	United States	QUICK REPAIR COUPLINGS	
87799821	5519694	02/15/2018	United States	bafa	
87801187	5508724	02/16/2018	United States	bafa	
87807124	5682018	02/22/2018	United States	INSTA BRACE	
87807804	5678000	02/22/2018	United States	ACCUSCAPE PROSERIES	
87814052	5629503	02/28/2018	United States	DURAFLEXPRO	
87824226	5625978	03/07/2018	United States	*bloom	
88472768	6120162	06/13/2019	United States	*bloom	
88847870	6169080	03/25/2020	United States	BOND	
90574249	6628803	03/11/2021	United States	AEROFLEX	
1288218	1288218	12/14/2015	World Intellectual Property Organization	*bloon	
1323329	1323329	12/14/2015	World Intellectual Property Organization	*bloom	
1347578	1347578	02/07/2017	World Intellectual Property Organization	ACCUSCAPE	
1374763	1374763	10/11/2017	World Intellectual Property Organization	POLYFUSION TECHNOLOGY	
1374962	1374962	10/11/2017	World Intellectual Property Organization		

App. No.	Reg. No.	Filing Date	Country	<u>Mark</u>
1375137	1375137	10/11/2017	World Intellectual Property Organization	SNAKEWAND
1376835	1376835	10/11/2017	World Intellectual Property Organization	DURAFLEX
1379970	1379970	10/11/2017	World Intellectual Property Organization	<b>Sync</b> Drive
1380229	1380229	10/11/2017	World Intellectual Property Organization	*bom
1412596	1412596	10/11/2017	World Intellectual Property Organization	CARBONITE

# **COPYRIGHTS**

Copyright Reg. No.	Filing Date	Reg. Date	Country	<u>Status</u>	<u>Title</u>
GUO-ZUO-DENG-ZI-2020-F-01109965	06/01/2020	09/22/2020	China	Registered	Hanging Saucer
GUO-ZUO-DENG-ZI-2020-F-01109966	06/01/2020	09/22/2020	China	Registered	Articulating Snake Flexible Water Wand

### Residual IP

"Residual IP" includes, to the extent not otherwise set forth in this Schedule A, all technology, information, know-how, intellectual property of any type, including intellectual property related to research and development, encompassing all of the foregoing whether filed or unfiled, registered or unregistered, granted or ungranted, patented or unpatented, including, without limitation, any and all patent rights, utility model rights, trademark rights, service mark rights, trade dress rights, copyrights and neighbouring rights, database rights, registered or unregistered design rights, industrial design rights, trade secret rights, rights in inventions and software, rights in confidential information of any kind and any other proprietary rights which may subsist in any part of the world, including the right to seek intellectual property protection of any type in any part of the world.

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