

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Field 16, LLC		06/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hydrofarm, LLC		
Street Address:	1304 Southpoint Blvd, Suite 200		
City:	Petaluma		
State/Country:	CALIFORNIA		
Postal Code:	94954		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3913623	HEAVY 16 PROFESSIONAL HYDROPONIC NUTRIEN	
Registration Number:	4433317	HEAVY FIRE	
Registration Number:	5204921	HEAVY 16	
Registration Number:	5235637	HEAVY ROOTS	
Registration Number:	5204922	HEAVY PRIME	
Registration Number:	5235638	HEAVY FOLIAR	
Registration Number:	5204992	HEAVY VEG-B	
Registration Number:	5209062		
Registration Number:	5333060	HEAVY ROOTS	
Registration Number:	5344339	HEAVY PRIME	
Registration Number:	5333101	HEAVY FOLIAR	
Registration Number:	5333102	HEAVY VEG-B	
Registration Number:	5369238	HEAVY FIRE	
Serial Number:	87618140	HEAVY16 RAX	
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>			

OP \$365.00 3913623

Phone: 206.359.3788
Email: WMartin@perkinscoie.com
Correspondent Name: Winfield B. Martin
Address Line 1: 1201 Third Avenue Suite 4900
Address Line 2: Perkins Coie LLP
Address Line 4: Seattle, WASHINGTON 98101-3099

NAME OF SUBMITTER:	Winfield B. Martin
---------------------------	--------------------

SIGNATURE:	/Winfield B. Martin/
-------------------	----------------------

DATE SIGNED:	07/18/2022
---------------------	------------

Total Attachments: 5

source=2022-06-08 Assignment Field 16 to Hydrofarm#page1.tif

source=2022-06-08 Assignment Field 16 to Hydrofarm#page2.tif

source=2022-06-08 Assignment Field 16 to Hydrofarm#page3.tif

source=2022-06-08 Assignment Field 16 to Hydrofarm#page4.tif

source=2022-06-08 Assignment Field 16 to Hydrofarm#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*"), effective as of January 31, 2022 ("*Effective Date*"), is made by and between Field 16, LLC, a Delaware limited liability company ("*Field 16*") and Hydrofarm, LLC, a California limited liability company ("*Hydrofarm*");

WHEREAS, Field 16 and Hydrofarm entered into a certain Distribution Agreement dated as of the Effective Date (the "*Distribution Agreement*");

WHEREAS, pursuant to the Distribution Agreement, Field 16 agreed, among other things, to distribute, transfer, convey, assign and deliver to Hydrofarm, certain assets of Field 16, including without limitation, the trademarks as assigned below;

WHEREAS, Field 16 owns the rights, title, and interest in and to the trademarks as set forth in Schedule A attached hereto and incorporated herewith, and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the trademarks, the goodwill of the business associated with and symbolized by the trademarks, and the portion of the business associated therewith (hereinafter collectively referred to as the "*Trademarks*");

WHEREAS, Hydrofarm desires to acquire and accept Assignor's rights, title, and interest in and to the Trademarks, all registrations, pending applications, and all other filings for the Trademarks, the corresponding goodwill of the business associated with and symbolized by the Trademarks, all common law rights appurtenant thereto, and the portion of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Field 16 does hereby distribute, convey, assign, transfer and deliver to Hydrofarm all of Field 16's worldwide rights, title, and interests in and to the Trademarks identified in Schedule A, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, all common law rights appurtenant thereto, the goodwill of the business associated with and symbolized by the Trademarks, the portion of the business associated exclusively therewith, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.

2. Field 16 agrees to execute all instruments and documents and do such additional acts as Hydrofarm may reasonably deem necessary to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Hydrofarm is unable for any reason whatsoever to secure Field 16's signature to any document it is entitled to under this Assignment, Field 16 hereby irrevocably designates and appoints Hydrofarm and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Field 16 to execute and file any such document or documents

and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Field 16.

3. The parties may execute and deliver this agreement either originally, by facsimile or in pdf via email, and in one or more counterparts, each of which together shall be deemed the complete and fully executed agreement.

4. This agreement shall inure to the benefit of and be binding upon Hydrofarm and Field 16 and their respective heirs, successors, and assigns.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the date set forth below.

FIELD 16, LLC

Signature: _____

Name: B. John Lindeman
Title: Chief Financial Officer

Date: _____

6/8/2022

HYDROFARM, LLC

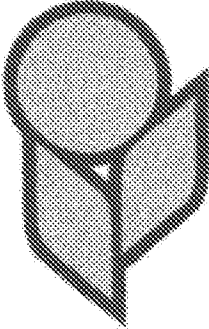

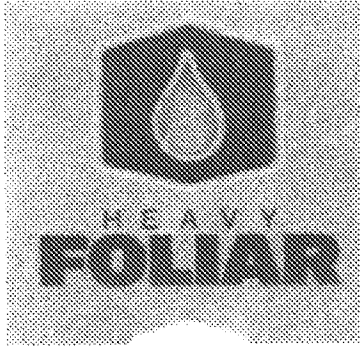
Signature: _____

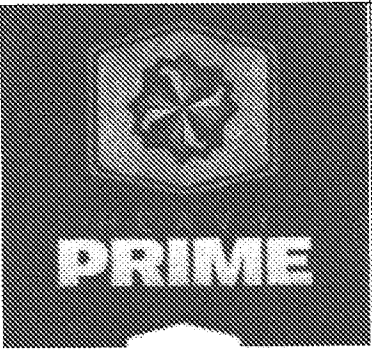


Name: B. John Lindeman
Title: Chief Financial Officer

Date: _____

6/8/2022

SCHEDULE A

Country	Mark with Image	Status	Application #	File Date	Registration #	Registration Date
UNITED STATES		REGISTERED	87/204,283	10/14/2016	5209062	5/23/2017
UNITED STATES	HEAVY 16	REGISTERED	87/202,886	10/13/2016	5204921	5/16/2017
UNITED STATES	HEAVY 16 PROFESSIONAL HYDROPONIC NUTRIENT	CANCELLED	85/059,425	6/10/2010	3913623	2/1/2011
UNITED STATES	HEAVY FIRE	REGISTERED	85/595,079	4/11/2012	4433317	11/12/2013
UNITED STATES		REGISTERED	87/470,648	5/31/2017	5369238	1/2/2018
UNITED STATES	HEAVY FOLIAR	REGISTERED	87/202,908	10/13/2016	5235638	7/4/2017
UNITED STATES		REGISTERED	87/210,711	10/20/2016	5333101	11/14/2017

Country	Mark with Image	Status	Application #	File Date	Registration #	Registration Date
UNITED STATES	HEAVY PRIME	REGISTERED	87/202,898	10/13/2016	5204922	5/16/2017
UNITED STATES		REGISTERED	87/210,683	10/20/2016	5344339	11/28/2017
UNITED STATES	HEAVY ROOTS	REGISTERED	87/202,895	10/13/2016	5235637	7/4/2017
UNITED STATES		REGISTERED	87/204,315	10/14/2016	5333060	11/14/2017
UNITED STATES	HEAVY VEG-B	REGISTERED	87/204,203	10/14/2016	5204992	5/16/2017
UNITED STATES		REGISTERED	87/210,727	10/20/2016	5333102	11/14/2017
UNITED STATES	HEAVY16 RAX	ABANDONED	87/618,140	9/21/2017	N/A	N/A