

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CleanGrow, Ltd.		08/10/2022	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	Vine Hill Manufacturing LLC		
Street Address:	2351 Sunset Boulevard, Suite 170-304		
City:	Rocklin		
State/Country:	CALIFORNIA		
Postal Code:	95765		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4711930	CLEANGROW	
Registration Number:	5020038	CLEANGROW	
Registration Number:	5181994	CLEANGROW	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	sbro@mwe.com, kdelcoure@mwe.com, IPDocketOrangeCounty@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	093032-0014		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	08/10/2022		
Total Attachments: 3			
source=Trademark Assignment - Cleangrow to Vine Hill Manufacturing - signed#page1.tif			

CH \$90.00 4711930

source=Trademark Assignment - Cleangrow to Vine Hill Manufacturing - signed#page2.tif

source=Trademark Assignment - Cleangrow to Vine Hill Manufacturing - signed#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is effective as of August 10, 2022, by and between CleanGrow, Ltd., a corporation organized under the laws of Ireland ("Assignor"), and Vine Hill Manufacturing LLC, a Delaware limited liability company located at 2351 Sunset Boulevard, Suite 170-304, Rocklin, CA 95765 ("Assignee").

RECITALS

A. Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Assignor has agreed to transfer all of its right, title and interest in and to the Marks to Assignee; and

C. Assignor desires to assign all of its right, title and interest in and to the Marks to Assignee, and Assignee desires to acquire the Marks.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business that is ongoing and existing to which the Marks pertain, and all common law rights, registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Trademark Assignment.

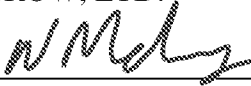
3. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

CLEANGROW, LTD.

By: 

Name: Roy O'Mahony

Title: CEO

ASSIGNEE:

VINE HILL MANUFACTURING LLC

By: 

Name: Ciaran Long

Title: CEO

Schedule A

Marks

Trademark	U.S. Registration No.	Registration Date
CLEANGROW	4711930	March 31, 2015
CLEANGROW	5020038	August 16, 2016
CLEANGROW	5181994	April 11, 2017

Common Law Marks

- WATERMAX
- 707
- FERTMAX
- FERTMAX BLOOM
- FERTMAX BOOSTER
- FERTMAX GROW
- CAL-MAG