

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/30/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aurora Innovations, LLC		12/30/2022	Limited Liability Company: OREGON
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: 3			
Property Type	Number	Word Mark	
Serial Number:	86443357	SOUL	
Serial Number:	86915268	PROCISION	
Serial Number:	86917330	AURORA INNOVATIONS	
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>			
Phone:	707-578-9333		
Email:	trademarks@stainbrookllp.com		
Correspondent Name:	Craig M. Stainbrook		
Address Line 1:	412 Aviation Blvd, Ste H		
Address Line 4:	Santa Rosa, CALIFORNIA 95403		
NAME OF SUBMITTER:	Craig M. Stainbrook		
SIGNATURE:	/craig m. stainbrook/		
DATE SIGNED:	01/27/2023		
Total Attachments: 10			
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Articles of Merger - Multi Entity Merger

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97331-1377 - sos.oregon.gov/business - Phone: (503) 986-2250

FILED: DEC 30, 2022
OREGON SECRETARY OF STATE
Barcode with number 29584398-24268720

REGISTRY NUMBER:

295843-98

AURORA INNOVATIONS, LLC

MER

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is
We must release this information to all parties upon request and it will be posted on our website
Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1. NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE:

Table with 3 columns: NAME, ENTITY TYPE, REGISTRY NUMBER. Rows include Hydrofarm, LLC and Aurora Innovations, LLC.

2. NAME AND TYPE OF SURVIVING ENTITY: Hydrofarm, LLC, a California limited liability company

Check here if there is a name change in the plan of merger.

3. OREGON CORPORATION AND LIMITED LIABILITY REQUIREMENT:

Oregon Corporations and Limited Liability Companies must include the Principal Place of Business and Individual with Direct Knowledge. Include it in your document or attach an information change form.

4. SELECT ONE OF THE FOLLOWING:

- A copy of the plan of merger is attached.
OR:
The plan of merger is on file at the address of the surviving entity.

Address
City State Zip Code

A copy will be provided upon request to any owner, member or shareholder at no cost.
If the plan of merger amends the articles of organization/incorporation, attach the restated articles of the surviving entity.

State effective date and time in plan of merger if other than when these articles are filed: 12/30/2022

5. The plan of merger was duly authorized and approved by each entity that is a party to the merger:

- A copy of the vote required by each entity is attached.
OR:
Shareholder approval was not required.

6. EXECUTION: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature: B. John Lindeman
Printed Name: B. John Lindeman
Title: CFO of Hydrofarm, LLC, the Sole Member

CONTACT NAME: (To resolve questions with this filing)

Kristen Stahl, Paralegal

PHONE NUMBER: (include area code)

503.727.2256

FEES

Table with 2 columns: Fee Name, Amount. Rows include Nonprofit Required Processing Fee (\$50), Domestic Required Processing Fee (\$100), Foreign Required Processing Fee (\$275).

Processing Fees are nonrefundable. Please make check payable to "Corporation Division". Free copies are available at sos.oregon.gov/business using the Business Name Search program.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "*Plan*") is made and adopted as of December 27, 2022 by and between Hydrofarm, LLC, a California limited liability company ("*Survivor*"), and Aurora Innovations, LLC, an Oregon limited liability company ("*Non-Survivor*"). Survivor and Non-Survivor are sometimes referred to collectively herein as the "*Constituent Companies*."

- A. Non-Survivor is an Oregon limited liability company.
- B. Survivor is a California company.
- C. The Constituent Companies desire Non-Survivor to merge with and into Survivor (the "*Merger*").

In consideration of the agreements contained in this Plan, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Merger. At the Effective Time (as defined in Section 3 hereof), Non-Survivor will merge with and into Survivor (the "*Merger*"), the separate existence of Non-Survivor will cease, and Survivor will continue as the surviving company.

2. Effect of the Merger. Immediately following the Merger, Survivor will (a) possess all the rights, privileges, immunities, and franchises, both public and private, of the Constituent Companies, (b) be vested with all property, whether real, personal, or mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest belonging to or due to each of the Constituent Companies, and (c) be responsible and liable for all the obligations and liabilities of each of the Constituent Companies.

3. Consummation of the Merger. On the date hereof, the Constituent Companies will cause to be filed (i) with the Secretary of State of the State of California, a Certificate of Merger (the "*CA Certificate of Merger*") in the form approved by the sole member of Survivor and (ii) with the Secretary of State of the State of Oregon, a Certificate of Merger (the "*OR Certificate of Merger*") in the form approved by the sole member of Non-Survivor. The effect of the Merger and the effective date of the Merger will be as prescribed by law (the "*Effective Time*").

4. Certificate of Formation. At the Effective Time, the Certificate of Formation of the Survivor, as in effect immediately prior to the Effective Time will, from and after the Effective Time, be the Certificate of Formation of the Survivor, until thereafter amended, in accordance with the Delaware Limited Liability Company Act (the "*Act*").

5. Operating Agreement. The Operating Agreement of Survivor, as in effect immediately prior to the Effective Time will, from and after the Effective Time, be the Operating Agreement of the Survivor, until thereafter amended, as provided therein and in accordance with the Act.

6. Ownership. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Companies, the manner and basis of converting all of the membership interest of Survivor and capital stock of Non-Survivor will be as follows:

- (a) each unit of membership interest in Survivor outstanding as of the Effective

time will continue to be the issued and outstanding membership interests of Survivor and will not be affected by the Merger; and

(b) each unit of membership interest in Non-Survivor outstanding as of the Effective Time will be cancelled and no consideration will be received therefor.

7. Non-Survivor shall from time to time, as and when requested by Survivor, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

[The remainder of this page is intentionally left blank.]

Each of the Constituent Companies have caused this Plan to be executed as of the date first above written.

SURVIVOR:

HYDROFARM, LLC

DocuSigned by:
B. John Lindeman

By: _____

Name: B. John Lindeman

Title: Chief Financial Officer

NON-SURVIVOR:

AURORA INNOVATIONS, LLC

DocuSigned by:
B. John Lindeman

By: _____

Name: B. John Lindeman

Title: Chief Financial Officer

Agreement and Plan of Merger - Aurora Innovations, LLC.

**HYDROFARM, LLC ACTION BY
WRITTEN CONSENT OF THE
MEMBER**

Dated: December 27, 2022

In accordance with the California Limited Liability Company Law, the undersigned, being the sole member (the "Member") of Hydrofarm, LLC, a California limited liability company (the "Company"), hereby takes the following actions and adopts the following resolutions by written consent, each of which is deemed effective as of the date written below:

1. **Approval of Aurora Innovations Merger**

WHEREAS: Aurora Innovations, LLC, a wholly-owned subsidiary of the Company ("Aurora Innovations"), is currently organized in the state of Oregon.

WHEREAS: The Member deems it advisable, and in the best interests of the Company to enter into a merger with Aurora Innovations, pursuant to which the Company will be the surviving company and will acquire all of the assets and assume the liabilities of Aurora Innovations.

NOW, THEREFORE BE IT RESOLVED: That the Agreement and Plan of Merger, pursuant to which Aurora Innovations will be merged with and into the Company, in substantially the form attached hereto as Exhibit A (the "Aurora Innovations Merger Agreement"), and all transactions described therein and agreements contemplated thereby, be and they hereby are, adopted and approved, with such changes thereto, if any, as may be required by the California and the Oregon Secretaries of State, and the Company is now authorized to merge with Aurora Innovations pursuant to the terms of the Aurora Innovations Merger Agreement.

2. **Omnibus Resolutions**

RESOLVED: That the Member is hereby authorized, empowered and directed to take any and all such further action as may be deemed necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted.

RESOLVED FURTHER: That the Member is hereby authorized, empowered and directed to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company, as the Member may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and payment of such expenses by the Member to be conclusive evidence of his or her authorization hereunder and approval thereof.

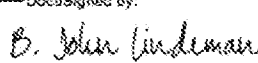
RESOLVED FURTHER: That any and all actions taken by the Member to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

[Signature Page Follows]

This joint action by written consent shall be effective as of the date first written above. This action by written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reliable reproduction is a complete reproduction of the entire original writing.

MEMBER:

HYDROFARM HOLDINGS LLC

DocuSigned by:

7036CABE900848C

By: B. John Lindeman
Title: Chief Financial Officer

[SIGNATURE PAGE TO HYDROFARM, LLC MEMBER CONSENT]

EXHIBIT A

AURORA INNOVATIONS MERGER AGREEMENT

See Attached.

AURORA INNOVATIONS, LLC
ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER

Dated: December 27, 2022

In accordance with the Oregon Limited Liability Company Act, the undersigned, being the sole member (the "Member") of Aurora Innovations, LLC, an Oregon limited liability company (the "Company"), hereby takes the following actions and adopts the following resolutions by written consent, each of which is deemed effective as of the date written below:

1. **Approval of Aurora Innovations Merger**

WHEREAS: Hydrofarm, LLC, the sole member of the Company ("Hydrofarm"), is currently organized in the state of California.

WHEREAS, The Member deems it advisable, and in the best interests of the Company to enter into a merger with Hydrofarm, pursuant to which Hydrofarm will be the surviving company and will acquire all of the assets and assume the liabilities of the Company.

NOW, THEREFORE BE IT RESOLVED: That the Agreement and Plan of Merger, pursuant to which the company will be merged with and into Hydrofarm, in substantially the form attached hereto as Exhibit B (the "Aurora Innovations Merger Agreement"), and all transactions described therein and agreements contemplated thereby, be and they hereby are, adopted and approved, with such changes thereto, if any, as may be required by the California and the Oregon Secretaries of State, and the Company is now authorized to merge with Hydrofarm pursuant to the terms of the Aurora Innovations Merger Agreement.

2. **Omnibus Resolutions**

RESOLVED: That the Member is hereby authorized, empowered and directed to take any and all such further action as may be deemed necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted.

RESOLVED FURTHER: That the Member is hereby authorized, empowered and directed to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company, as the Member may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and payment of such expenses by the Member to be conclusive evidence of his or her authorization hereunder and approval thereof.

RESOLVED FURTHER: That any and all actions taken by the Member to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

[Signature Page Follows]

This joint action by written consent shall be effective as of the date first written above. This action by written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reliable reproduction is a complete reproduction of the entire original writing.

MEMBER:**HYDROFARM, LLC**

DocuSigned by:

By: _____
Name: B. John Lindeman
Title: Chief Financial Officer

[SIGNATURE PAGE TO AURORA INNOVATIONS, LLC SOLE MEMBER CONSENT]

EXHIBIT A

AURORA INNOVATIONS MERGER AGREEMENT

See Attached.