

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790051

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dümmen Group B.V.		11/11/2022	Besloten Vennootschap (B.V.): NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quick Plug B.V.		
<b>Street Address:</b>	Vlotlaan 145		
<b>City:</b>	Monster		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	2681 TW		
<b>Entity Type:</b>	Besloten Vennootschap (B.V.): NETHERLANDS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4851038	BIOSTRATE	
<b>Registration Number:</b>	2802098	FLEXIMIX	
<b>Registration Number:</b>	2129013	FLEXIPLUG	
<b>Registration Number:</b>	5279272	PUREGROWN	
<b>Registration Number:</b>	5665380	QUICK PLUG	
<b>Registration Number:</b>	5283882	ZENPLUG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2483583351		
<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>			
<b>Phone:</b>	2483584400		
<b>Email:</b>	trademarks@brookskushman.com		
<b>Correspondent Name:</b>	Molly Mack Crandall		
<b>Address Line 1:</b>	1000 Town Center, 22nd Floor		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48075-1238		
<b>ATTORNEY DOCKET NUMBER:</b>	AIM0782TA		
<b>NAME OF SUBMITTER:</b>	Molly Mack Crandall		
<b>SIGNATURE:</b>	/molly crandall/		
<b>DATE SIGNED:</b>	02/27/2023		

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**Total Attachments: 14**

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Date: 11 November 2022

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

between

**DÜMMEN GROUP B.V.**

and

**QUICK PLUG B.V.**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

30 St. Mary Axe  
London EC3A 8AF  
Tel: +44 (0)20 7469 2000  
Fax: +44 (0)20 7469 2001  
[www.kirkland.com](http://www.kirkland.com)

**THIS INTELLECTUAL PROPERTY ASSIGNMENT DEED** (the “**Deed**”) is entered into on **11 November 2022** between:

- (1) **DÜMMEN GROUP B.V.**, a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated in the Netherlands and registered with the trade register of the Chamber of Commerce of the Netherlands (*Kamer van Koophandel*) under number 57757496, whose registered office is at Coldenhovelaan 6, 2678 PS De Lier, the Netherlands; (the “**Assignor**”); and
- (2) **QUICK PLUG B.V.**, a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated in the Netherlands and registered with the trade register of the Chamber of Commerce of the Netherlands (*Kamer van Koophandel*) under number 27270744, whose registered office is at Vlotlaan 145, 2681 TW Monster, the Netherlands (the “**Assignee**”),

(each a “**Party**” and together the “**Parties**”).

## **WHEREAS**

- (A) The Assignor owns the Assigned IPR.
- (B) The Assignor has agreed to sell, assign, convey and transfer to the Assignee all of its right, title and interest in and to the Assigned IPR on the terms set out in this Deed.

## **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Deed, the following words and expressions shall have the following meanings unless the context otherwise requires:

“**Affiliate**” means, in relation to a person, any other person which, directly or indirectly, Controls, or is Controlled by, or is under Control with, such person or entity;

“**Applicable Law**” means any supra-national, federal, national, state, municipal or local statute, law, ordinance, regulation, rule, code, order (whether executive, legislative, judicial or otherwise), judgment, injunction, notice, decree or other requirement or rule of law or legal process (including common law);

“**Assigned IPR**” means the Patents, the Trade Marks and the Domain Names, including all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by Applicable Law, by international treaties and convention, and otherwise throughout the world;

“**Control**” means, in relation to a person:

- (i) ownership or control of more than 50% of the voting rights or issued share capital (or comparable equity interests) of such person;
- (ii) the rights to appoint and/or remove all or the majority of the members of the board or other governing body of such person; or
- (iii) the power to direct or cause the direction of the management, and exercise significant influence on the management or policies of such person,

in each case whether such control, right or power is obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise (and for the avoidance of doubt, a limited partnership shall be deemed to be Controlled by its general partner and/or by such other person or persons to whom such Control may have been granted or whom the limited partnership may have appointed to carry out those functions ordinarily associated with the rights and obligations of the general partner);

“**Domain Names**” means the internet domain names and URLs set out in Part 3 (Part 3: Domain Names) of Schedule 1 to this Deed;

“**Encumbrance**” means any and all security interests, mortgages, charges, pledges, liens, options, equities, claims, interests, retentions of title, rights of first offer, rights of first refusal or other third party rights (including options, rights of pre-emption, conversion or rights to acquire) of any nature whatsoever, or any agreement to create any of the foregoing;

“**Patents**” means (i) all patents and patent applications set out in Part 2 (Part 2: Patents) of Schedule 1 to this Deed (the “**Scheduled Patents**”), (ii) all patents and patent applications filed as a continuation, division, or continuation-in-part of, or in any way claiming priority to, any of the Scheduled Patents, and patents issuing from the patent applications in the Scheduled Patents; (iii) all patents and patent applications to which any of the patents and patent applications in the Scheduled Patents claim priority; (iv) any foreign counterpart to the patents and patent applications set forth in sub-parts (i)-(iii); (v) and any reissues, re-examinations, divisionals, continuations, confirmations, additions, renewals or continuations-in-part of the patents and patent applications set forth in sub-parts (i)-(v); and (vi) all know-how and rights in inventions that are owned by the Assignor and disclosed in such foregoing patents and patent applications;

“**Tax**” or “**Taxation**” means any form of tax, levy, import, duty, charge, employer social security contribution or other governmental charge (national or local) of whatever nature, whenever and wherever imposed, which is collected or assessed by, or payable to, a Taxation Authority or any other person as a result of any enactment relating to tax, together with all related fines, penalties, interest, costs, charges and surcharges, and in each case, whether payable directly or imposed by way of a withholding or deduction;

“**Taxation Authority**” means any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any law in relation to Taxation;

“**Trade Marks**” means the registered trade marks and trade mark applications set out in Part 1 (PART 1: Trade Marks) of Schedule 1 to this Deed and all issuances, extensions and renewals thereof; and

“**VAT**” means any value added tax imposed pursuant to: (i) European Union Directive 2006/112 and any other European Union directive or regulation amending, supplementing or replacing such Directive; or (ii) the laws of any territory outside of the European Union, together with any sales, consumption, goods and services, turnover or other tax of a nature

similar to (a) or (b), including any value added tax (or successor thereto) imposed in a former member state of the European Union.

1.2 In this Deed, unless the context otherwise requires:

- (a) the headings are inserted for convenience only and shall not affect the construction of this Deed;
- (b) any reference to a “person” includes any individual, body corporate, trust, partnership, exempted limited partnership, joint venture, unincorporated association or governmental, quasi-governmental, judicial or regulatory entity (or any department, agency or political sub-division of any such entity), in each case whether or not having a separate legal personality, and any reference to a “company” includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (c) words in the singular shall include the plural, and vice versa and references to one gender shall include references to all genders;
- (d) the words “include” or “including” (or any similar term) shall be deemed to be followed by the words “without limitation”;
- (e) any reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term; and
- (f) any reference to “€” or to “EUR” shall be taken as a reference to the lawful currency for the time being of certain member states of the European Union.

1.3 This Deed shall be binding on, and enure to the benefit of, the Parties and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

## **2. ASSIGNMENT**

2.1 In consideration of EUR 1,500,000.00 (one million and five hundred thousand Euros) paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby irrevocably conveys, transfers, delivers and assigns to the Assignee, absolutely with full title guarantee, all right, title and interest in and to the Assigned IPR, free and clear of all Encumbrances, including:

- (a) all of the goodwill attaching to the use of, and symbolized by, the Trade Marks;
- (b) the right to bring, make, oppose, defend and appeal proceedings, claims or actions arising from ownership of any of the Assigned IPR, whether occurring before, on, or after the date of this Deed, and obtain relief (and to retain any damages, restitution, and injunctive and other legal and equitable relief) for past, present, and future

infringement, dilution, misappropriation, violation, misuse, breach, default, with the right but no obligation to sue for such legal and equitable relief;

- (c) the right to receive and collect all royalties, income, payments, insurance and other proceeds relating to any time on or after the date of this Deed under or arising from the Assigned IPR; and
- (d) any and all rights that exist in prosecution files, registration certificates, litigation files and related opinions of counsel and correspondence with respect to the foregoing.

2.2 The Assignee hereby agrees to adopt the consideration payable for the Assigned IPR under Clause 2.1 of this Deed as the value attributable to such Assigned IPR for all relevant Tax purposes and shall not adopt any alternative valuation for any applicable Tax purposes.

2.3 The Assignor hereby authorizes the officials of each intellectual property office in any applicable jurisdiction of the Assigned IPR to: (i) record and register the assignments effected in this Deed; and (ii) issue any and all registrations from any and all applications for registration included in the Assigned IPR to and in the name of Assignee.

2.4 At the cost of the Assignee, the Assignor shall promptly do all such further acts and things, and execute all such further documents and instruments, as may from time to time be reasonably requested by the Assignee to vest absolute legal and beneficial ownership of the Assigned IPR in the Assignee and its successors in title (as the case may be), assigns, and legal representatives anywhere in the world (including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, power of attorney, or other documents, as many be necessary to effect, evidence perfect or record the assignment of the Assigned IPR to Assignor, or any assignee or successor thereto, with the intellectual property offices in the jurisdictions in which any Assigned IPR is registered or applied for.

2.5 The rights and obligations under Clauses 1, 2.2, 2.3, 2.4, 3, 5 and 6 shall continue in force indefinitely.

### **3. EXCLUSION OF WARRANTIES**

3.1 To the fullest extent permitted by applicable law and unless set out in any other agreement, the Assignor excludes all warranties and representations herein in relation to the Assigned IPR.

### **4. TAX**

4.1 All sums payable under this Deed shall be paid free and clear of all deductions, withholdings, set-offs or counterclaims whatsoever, save only as may be required by Applicable Law.

4.2 If any deductions or withholdings are required by Applicable Law in respect of any payment under this Deed, the Assignee shall be obliged to pay to the Assignor (or relevant invoicing designee) such additional amounts as will ensure that the Assignor receives in total an amount which (after such deduction or withholding has been made) is no more and no less than it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

- 4.3 Each amount stated as payable by the Assignee under this Deed is exclusive of VAT (if any) and is to be construed as a reference to that amount plus any VAT in respect of such amount. If any payment to the Assignor (or its designee) under this Deed constitutes the consideration for a taxable supply for VAT purposes:
- (a) the Assignor shall provide to the Assignee (or its designee) a valid VAT invoice; and
  - (b) subject to the provision of a valid VAT invoice (if applicable) in accordance with paragraph (a) above, in addition to that payment the Assignee shall pay any VAT.
- 4.4 Where, under the terms of this Deed, one party (or its designee) is liable to indemnify or reimburse another party (or designee) in respect of any costs, charges or expenses, the payment shall include an amount equal to any VAT thereon not otherwise recoverable by the other, subject to that party (or its designee) using reasonable endeavours to recover such amount of VAT as may be practicable.
- 4.5 Should any Taxation Authority provide notification, or it is otherwise found, that VAT was not applied by the Assignor (or its designee) in respect of a supply made pursuant to this Deed where VAT should have been applied, then the Assignee shall without unreasonable delay pay the Assignor (or its relevant designee) a sum equal to that amount of VAT upon receipt of a valid VAT invoice or other document that serves a similar purpose under any Applicable Laws.
- 4.6 The Parties shall reasonably work together in order to determine and agree upon the VAT treatment (and any related VAT invoicing) of supplies made under this Deed and with respect to audits, disputes or requests for information with respect to Tax (e.g. provision of relevant information and documents) in connection with this Deed.

## **5. MISCELLANEOUS**

- 5.1 No failure or delay by a Party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 5.2 This Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
- 5.3 This Deed constitutes the entire agreement between the Parties and supersedes and extinguishes (without any cost, liability or penalty to either Party) all previous agreements, licences, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Deed.
- 5.4 No variation to this Deed shall be valid unless it is in writing and signed by or on behalf of each Party.



- 5.5 If any provision of this Deed is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Deed will remain in full force and effect and will not in any way be impaired.
- 5.6 If any provision of this Deed is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or amended, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.
- 5.7 This Deed may be executed in any number of counterparts, but shall not be effective until each Party has signed at least one counterpart. Each counterpart constitutes an original, and all the counterparts together constitute one and the same agreement. If this Deed is executed in duplicate, each duplicate constitutes an original.

## **6. GOVERNING LAW AND JURISDICTION**

- 6.1 This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the law of England and Wales.
- 6.2 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed (including a dispute relating to any non-contractual obligation arising out of or in connection with this Deed).

**EXECUTED AND DELIVERED AS A DEED** as of the date first written above.

**EXECUTED** as a **DEED** by

**DÜMMEN GROUP B.V.** )  
acting by the following persons, )  
being persons who, in accordance )  
with the laws of the territory in which the )  
company is incorporated are )  
acting under the authority of the company )



---

**Dümmen Orange Holding B.V.**,  
acting by its managing director,  
Mr Frederik Noordhoek Hegt

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**Dümmen Orange Holding B.V.**,  
acting by its managing director,  
Mr Arjan Kaaks

*[Signature page to IP Assignment Deed]*

**EXECUTED AND DELIVERED AS A DEED** as of the date first written above.

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**DÜMMEN GROUP B.V.** )  
acting by the following persons, )  
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**Dümmen Orange Holding B.V.**,  
acting by its managing director,  
Mr Frederik Noordhoek Hegt



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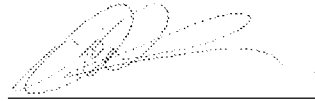
**Dümmen Orange Holding B.V.**,  
acting by its managing director,  
Mr Arjan Kaaks

*[Signature page to IP Assignment Deed]*

**TRADEMARK**  
**REEL: 007986 FRAME: 0011**

**EXECUTED** as a **DEED** by

**QUICK PLUG B.V.** )  
acting by the following persons, )  
being persons who, in accordance )  
with the laws of the territory in which the )  
company is incorporated are )  
acting under the authority of the company )



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**Mr Arjan Kaaks**

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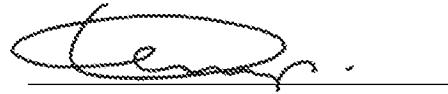
**Mr Freek Tromp**

**EXECUTED** as a **DEED** by

**QUICK PLUG B.V.** )  
acting by the following persons, )  
being persons who, in accordance )  
with the laws of the territory in which the )  
company is incorporated are )  
acting under the authority of the company )

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**Mr Arjan Kaaks**







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**Mr Freek Tromp**

**Schedule 1  
Assigned IPR**

**PART 1: TRADE MARKS**

No.	Mark	Jurisdiction	Application No. / Registration No.
1.	<b>FLEXIPLUG</b>	USA	75235503
2.	<b>QUICK PLUG</b>	Benelux	1061408
3.	<b>XCEL PLUG</b>	Benelux	1063397
4.	<b>XCELLENT PLUG</b>	Benelux	1063398
5.	<b>XTRA PLUG</b>	Benelux	1063400
6.	<b>XTREME PLUG</b>	Benelux	1063399
7.	<b>QUICK MIXX</b> 	Benelux	1193378
8.	<b>XTRACT PLUG</b> 	Benelux	1193389
9.	<b>FLEXX PLUG</b> 	Benelux	1254975
10.	<b>XIGAR PLUG</b>	Benelux	1329599
11.	<b>ZENPLUG</b>	USA	87126010
12.	<b>AUTO PLUG</b> 	Benelux	1356598
13.	<b>QUICK PLUG</b>	EU	017894272
14.	<b>QUICK PLUG</b>	United Kingdom	UK00917894272
15.	<b>QUICK PLUG</b>	USA	87900413
16.	<b>QUICK PLUG</b>	Canada	1908308
17.	<b>QUICK PLUG</b>	China	63232208
18.	<b>QUICK PLUG</b>	China	63234815

No.	Mark	Jurisdiction	Application No. / Registration No.
19.	<b>QUICK PLUG</b>	China	63258091
20.	<b>QUICK PLUG (Chinese characters)</b>	China	63237209
21.	<b>QUICK PLUG (Chinese characters)</b>	China	63245140
22.	<b>QUICK PLUG (Chinese characters)</b>	China	63248420
23.	<b>AERO NT</b>	EU	017926719
24.	<b>AERO NT</b>	United Kingdom	UK00917926719
25.	<b>BIOSTRATE</b>	USA	4851038
26.	<b>FLEXIMIX</b>	USA	2802098
27.	<b>PUREGROWN</b>	USA	5279272

## PART 2: PATENTS

No.	Patent Title	Jurisdiction	Application No. / Patent No.
1.	Biopolymer-based growth media, and methods of making and using same	Canada	2736093
2.	Biopolymer-based growth media, and methods of making and using same	Germany	602009021643
3.	Biopolymer-based growth media, and methods of making and using same	Denmark	2326162
4.	Biopolymer-based growth media, and methods of making and using same	France	2326162
5.	Biopolymer-based growth media, and methods of making and using same	United Kingdom	2326162
6.	Biopolymer-based growth media, and methods of making and using same	Netherlands	2326162
7.	Biopolymer-based growth media, and methods of making and using same	USA	8671616
8.	Biopolymer-based growth media, and methods of making and using same	USA	RE46716
9.	Body for cultivation of a plant	Belgium	3000314
10.	Body for cultivation of a plant	Germany	3000314
11.	Body for cultivation of a plant	Netherlands	2013545
12.	Body for cultivation of a plant	Netherlands	3000314
13.	A rooting plug structure and a method	Netherlands	2020943
14.	A rooting plug structure and a method	Netherlands	2020979
15.	A rooting plug structure and a method	Taiwan	108118098
16.	Method and device for producing a stabilized growing medium for cultivation of a plant or seedling	Brazil	BR102017025720
17.	Method and device for producing a stabilized growing medium for cultivation of a plant or seedling	Netherlands	2016863
18.	A rooting plug, a tray and a method	Belgium	2572571
19.	A rooting plug, a tray and a method	Germany	6020120227370
20.	A rooting plug, a tray and a method	France	2572571

No.	Patent Title	Jurisdiction	Application No. / Patent No.
21.	A rooting plug, a tray and a method	United Kingdom	2572571
22.	A rooting plug, a tray and a method	Italy	2572571
23.	A rooting plug, a tray and a method	Netherlands	2007469
24.	A rooting plug, a tray and a method	Netherlands	2572571
25.	A plant growing device	Netherlands	2012270
26.	A rooting plug, a tray and a method	Netherlands	2013782
27.	A pot, a plug assembly, a plug and a method	Netherlands	2015411
28.	A pot and a method	Netherlands	2015930
29.	A rooting plug, a tray, a pair of complementary rooting plug	Netherlands	2017170
30.	A rooting plug and a container	Netherlands	2018354
31.	A rooting plug and a container	Germany	202018100737
32.	A rooting plug, a tray or pot and a method	Netherlands	2018818
33.	Cultivation plug	Netherlands	500361077

### PART 3: DOMAIN NAMES

No.	Domain Name
1.	Quickplug.global
2.	Quickplug.eu
3.	Quickplug.nl
4.	Quickplug.us
5.	Quickplug.asia
6.	Omni-solutions.de
7.	Grow-tech.com
8.	Bio-strate.biz
9.	Bio-strate.com
10.	Bio-strate.net
11.	Bio-strate.info
12.	puregrownproducts.com