

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830618

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900780260		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GGen Distribution Corp.		06/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GrowGeneration Corp.		
Street Address:	5619 DCT Parkway, Suite 900		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97344953	FEED YOUR FIRE.	
Registration Number:	5125788	POWER SI	
Registration Number:	5237886	POWER SILICIC	
Registration Number:	5823781	ROSIEN INDUSTRIES	
Registration Number:	2217867	UNITED COMMERCIAL BANK	
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:	9174782114		
Email:	aimee.allen@axiomlaw.net, stephenk@growgeneration.com		
Correspondent Name:	Aimee Allen		
Address Line 1:	3 WTC, 175 GREENWICH ST. 50TH FL		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	Aimee M. Allen		
SIGNATURE:	/aimeemallen/		
DATE SIGNED:	08/09/2023		
Total Attachments: 4			

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source=GGen Dist. IP Assignment to GG Corp. (June 2023) (exec)#page2.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is by and between GGen Distribution Corp., a Delaware Corporation with an address at 5619 DTC Parkway, Suite 900, Greenwood Village, Colorado 80111 ("Assignor") and GrowGeneration Corp., a Colorado corporation with an address at 5619 DTC Parkway, Suite 900, Greenwood Village, Colorado 80111 ("Assignee") (collectively the "Parties"), and is effective as of the last date of signature below (the "Effective Date").

WHEREAS Assignee is the parent company of Assignor and Assignor is the wholly owned subsidiary of Assignee;

WHEREAS Assignor is the owner of certain registered and/or unregistered trademarks which are protected by intellectual property rights and are identified in Exhibit A attached hereto (the "Trademarks");

WHEREAS Assignor desires, and the Parties mutually agree, to transfer all rights, titles, and interests in and to the Trademarks from Assignor to Assignee;

In consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Trademark Assignment. Assignor irrevocably assigns, grants and transfers to Assignee, all of Assignor's rights, titles, and interests in and to the Trademarks, including any common law rights that may exist in the Trademarks, and any trademark registrations and applications that may exist covering the Trademarks, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment").

2. Perfecting Ownership. Assignor agrees to take all steps necessary to promptly expedite any perfection of Assignee's ownership in and to the Trademarks. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country or region empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Assignee as owner of all rights, titles and interests therein, or otherwise as Assignee may direct, in accordance with the terms of the Assignment.

3. No compensation. Assignor acknowledges that no remuneration, indemnities or compensation of any kind shall be due to Assignor as a result of the Assignment under the Agreement.

4. Entire Agreement. This Agreement shall constitute the entire Agreement of the Parties relating solely to the subject matter herein, and supersedes all prior negotiations, understandings and agreements, whether written or oral, between the Parties. No part of this Agreement may be altered by either Party except by a writing signed by both of the Parties hereto.

5. Waiver. Waiver by one Party of a breach by the other Party of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same term or any other term hereof.

6. **Modification.** This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto or their respective successors or assignees.

7. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the Parties' respective licensees, related companies, successors-in-interest and assignees.

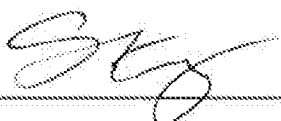
8. **Severability.** If and to the extent that any court of competent jurisdiction holds any provision of this Agreement to be invalid or unenforceable in a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

9. **Counterpart Copies.** Both Parties agree this Agreement may be executed in one or more counterparts, each of which will constitute one and the same original document, and that electronically scanned or faxed signatures will be construed as original signatures.

10. **Scope.** This agreement is worldwide in scope.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their authorized representatives.


ASSIGNOR: GGEN DISTRIBUTION CORP.

Signature:  Dated: June 13, 2023

Name: Stephen Kozey

Title: General Counsel and Secretary

ASSIGNEE: GROWGENERATION CORP.

Signature:  Dated: June 13, 2023

Name: Stephen Kozey

Title: General Counsel and Secretary

EXHIBIT A

Trademark	Application / Registration No.	Filing Date	Country
FEED YOUR FIRE. and Design: feed your fire.	97/344,953	04-Apr-2022	USA
POWER SI	5,125,788	16-Mar-2016	USA
POWER SILICIC	5,237,886	16-Mar-2016	USA
ROSIN INDUSTRIES	5,823,781	26-Mar-2019	USA
DRIP HYDRO	2,217,867	25-Oct-2022	Canada
DRIP HYDRO	018784174	26-Oct-2022	European Union (Community)
DRIP HYDRO	UK00003843358	27-Oct-2022	UK

