

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlantSense, Inc.		03/22/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Parrot, Inc.		
Street Address:	28446 Franklin Road		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3844494	PLANTSENSE	
Registration Number:	3844495	EASYBLOOM	
CORRESPONDENCE DATA			
Fax Number:	(312)985-5900		
Phone:	312-985-5900		
Email:	mkitz@clarkhill.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	David J. Marr		
Address Line 1:	150 North Michigan Avenue		
Address Line 2:	Suite 2700		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	David J. Marr		
Signature:	/David J. Marr/		
Date:	03/26/2012		

OP \$65.00 3844494

TRADEMARK

Total Attachments: 7

source=Intellectual_Property_Agreement#page1.tif

source=Intellectual_Property_Agreement#page2.tif

source=Intellectual_Property_Agreement#page3.tif

source=Intellectual_Property_Agreement#page4.tif

source=Intellectual_Property_Agreement#page5.tif

source=Intellectual_Property_Agreement#page6.tif

source=Intellectual_Property_Agreement#page7.tif

INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT ("Agreement") is made as of the 22nd day of March, 2012, by and between PlantSense, Inc. ("Seller"), a Delaware Corporation and Parrot, Inc., a New York corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller has developed or acquired certain Intellectual Property Rights related to the Business.

WHEREAS, Buyer desires to obtain the Intellectual Property Rights pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and for other good and valuable consideration given by each Party hereto to the other, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto, for themselves, their successors and permitted assigns, intending to be legally bound, agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms, as used herein, have the following meanings:

1.01 Intellectual Property Rights. Intellectual Property Rights means all (i) inventions, whether or not patentable, (ii) patents and patent applications, (iii) trademarks, service marks, trade dress, logos, Internet domain names and trade names, whether or not registered, and all goodwill associated therewith, (iv) rights of publicity and other rights to use the names and likeness of individuals, (v) copyrights and related rights, whether or not registered, (vi) mask works, (vii) trade secrets, know-how and technical information, including product design and proprietary technology, processes and formulae, and (viii) all rights to sue or recover and retain Damages for past, present and future infringement or misappropriation of any of the foregoing.

1.02 Business. The Business means the business of designing, manufacturing and distributing internet-enabled gardening tools and providing users of such gardening tools with information as to which plants will thrive in a specific location, diagnose an ailing plant, access detailed plant information, and collect environmental data.

1.03 Confidential Information. Confidential Information means any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of each of the Parties, and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales

and merchandising, and marketing plans and information. "Confidential Information" also includes proprietary or confidential information of any third party who may disclose such information to either party in the course of the other party's business.

ARTICLE 2 ASSIGNMENTS AND TRANSFERS

2.01 Assignment. Seller hereby assigns all of its Intellectual Property Rights and Confidential Information to Buyer, including but not limited to, all the patents and patent applications, trademarks and trademark applications (including all goodwill associated therewith), and all the copyrights identified in the attached Schedule. Seller also hereby grants to Buyer the right to sue for past infringement with regard to any of the Intellectual Property Rights.

2.02 Delivery of Intellectual Property Rights. Seller agrees to furnish to Buyer all drawings, specifications, criteria, performance standards, samples, testing standards and results, firmware, object and source codes and other documentation, information and know-how pertaining to the Intellectual Property Rights, or otherwise necessary for Buyer to make, use or sell the products or practice any methods required by the Business. Seller also agrees to execute whatever documents may be necessary to perfect title of the Intellectual Property Rights in the name of Buyer (or a third party designated by Buyer), including assignments and powers of attorney.

2.03 Assignment of Licenses. Seller is party to several licenses, some of which are identified in the attached Schedule. Seller hereby assigns and transfers to Buyer, to the full extent permitted thereunder, all of the licenses to which Seller is a party.

2.04 Domain Name Transfer. Seller agrees to transfer all of its domain names to Buyer within ten (10) days of executing this Agreement.

2.05 Employee Assignments of Intellectual Property Rights. Seller is party to several Employee Assignments of Intellectual Property Rights, all of which are identified in the attached Schedule and hereby assigns to Buyer all of its rights, interest, and title to the Employee Assignments of Intellectual Property Rights identified in the attached Schedule.

**ARTICLE 3
REPRESENTATION AND WARRANTIES**

3.01. Accusations of Infringement. Seller hereby represents that it has never been accused of infringing anyone else's intellectual property rights.

3.02. Accusations of Invalidity. Seller hereby represents that no third party has never asserted that any of its Intellectual Property is invalid or unenforceable.

3.03 Disputes with regard to Inventorship or Ownership of Intellectual Property Rights. Seller hereby represents and warrants that it is has developed or acquired all of the subject Intellectual Property Rights, including all inventions, patents, copyrights, trade secrets, trademarks and other rights, and has the right to enter into this Agreement and currently has the right to modify, enhance or otherwise alter the Intellectual Property Rights. Seller hereby represents that it has never been in any inventorship or ownership dispute with regard to any of its Intellectual Property Rights.

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

4.01 Force Majeure. Neither Party shall be liable for any failure to perform, or delay in performing, any obligations under this Agreement to the extent such failure or delay is due to fire, flood, earthquake, war (declared or undeclared), an occurrence commonly referred to as a terrorist attack and any armed hostilities associated therewith, embargo, legal prohibition, strike, riot, insurrection or any other cause beyond the control of the Party failing to perform or delaying the performance of such obligations. Any costs arising from such failure or delay, for which indemnification is not available hereunder, shall be borne by the Party incurring the costs.

4.02 No Waivers. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Each waiver, if any, will only apply with respect to the specific instance involved, and will in no way impair the rights of either party in any other respect at any other time.

4.03 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and permitted assigns; provided that the parties may not assign, delegate or otherwise transfer (whether by operation of law or otherwise, including but not limited to, by merger) any of their respective rights or obligations under this Agreement without the prior written consent of the other party.

4.04 Changes in Writing. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated, except in writing signed by the parties.

4.05 Governing Law. This Agreement is governed by the laws of the State of Michigan without regard to any conflict of law provisions that might otherwise apply.

4.06 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters contained herein and supersedes all prior and contemporaneous agreements and understandings, both oral and written, between the parties with respect to such matters.

4.07 Headings; Language. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. This Agreement was executed in the English language and no translation of this Agreement shall have any legal force or effect.

The undersigned have caused this Intellectual Property Agreement to be executed by their duly authorized representatives as of the day and year first written above.

PlantSense, Inc.

By: 

Name: Matthew Gu

Title: CEO

Parrot, Inc.

By: _____

Name: _____

Title: _____

4.06 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters contained herein and supersedes all prior and contemporaneous agreements and understandings, both oral and written, between the parties with respect to such matters.

4.07 Headings; Language. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. This Agreement was executed in the English language and no translation of this Agreement shall have any legal force or effect.

The undersigned have caused this Intellectual Property Agreement to be executed by their duly authorized representatives as of the day and year first written above.

PlantSense, Inc.

By: _____

Name: _____

Title: _____

Parrot, Inc.

By:  _____

Name: HENRI SEYDOUX

Title: CHAIRMAN AND CEO EXCLUSIVE OFFICER

Schedule

Transferred Intellectual Property Rights

A. Patents and Patent Applications:

1. U.S. Patent No. 7,400,975
2. U.S. Patent No. 7,571,075
3. U.S. Patent No. 7,587,297

B. License Agreements:

1. Licensing Agreement, dated 12/7/2007, as amended, by and between the Seller and Decagon Devices, Inc.
2. Patent License Agreement, dated 12/6/2009, by and between the Seller and Janice R. Hnilica-Maxwell
3. Content License Agreement, dated August 10, 2009, by and between the Seller and National Gardening Association
4. Affiliate Agreement, dated 4/15/2009, by and between the Seller and Garden Crossing, LLC
5. AccuNet Web Site Agreement, dated 11/5/2007, by and between the Seller and Accu Weather, Inc.
6. Photo Usage Agreement, dated 08/19/2008, by and between the Seller and Ball Horticultural Company
7. Letter of Intent, dated on or about November 26, 2008, by and between the Seller and W. Altee Burpee & Company

C. Trademarks:

1. United States Trademark Registration No.3,844,494 -- PLANTSENSE
2. United States Trademark Registration No.3,844,495 -- EASYBLOOM

D. Employee Assignments of Intellectual Property Rights:

1. Matthew Glenn
2. Charlotte Emery

3. Matthew Eckerle

4. Geoff Smith

5. Todd Walsh

6. Robby Flannery

7. Greg Banks

8. Chris Jewell

9. Owen Stone

10. Ben Newman

11. Jerome Sicut

12. Melinda Byerley

13. Ian Hall

14. Mark Haynie

15. Laurel Lee

E. Copyrights :

Any and all copyrighted material included in Schedule 2.2(a)(ix) of the Asset Purchase Agreement.

F. Domain Names:

1. www.plantsense.com

2. www.easybloom.com

3. www.myplantsmart.com