

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
<u>Innovative Grower</u>	(suspended) 08/10/2015 <u>California Corporation</u>		
Name	Formerly	Execution Date	Entity Type
Cameron MacFarlane		08/10/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	IP Holdings, LLC		
Street Address:	5408 NE 88th Street, #A-101		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98665		
Entity Type:	CORPORATION: WASHINGTON LIMITED LIABILITY COMPANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4218992	INNOVATIVE GROWER	
CORRESPONDENCE DATA			
Fax Number:	3608166331		
Phone:	3605466164		
Email:	docketing@sunlightsupply.com		
<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>			
Correspondent Name:	J. Douglas Wells, Sunlight Supply, Inc.		
Address Line 1:	5408 NE 88th Street, Bldg. A		
Address Line 4:	Vancouver, WASHINGTON 98665		
ATTORNEY DOCKET NUMBER:	W200.T360		
NAME OF SUBMITTER:	J. Douglas Wells		
Signature:	/J. Douglas Wells/		

Date:

08/24/2015

Total Attachments: 2

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RECEIPT INFORMATION

ETAS ID: TM352355
Receipt Date: 08/25/2015
Fee Amount: \$40

1829 NW Lovejoy
APT 206
Portland, OR 97209

Attorney Docket No. W200.G124

PURCHASE AND ASSIGNMENT AGREEMENT

This Purchase and Assignment ("Assignment") is made effective as of the date executed below, by and between **Cameron Macfarlane**, an individual, and **Innovative Grower**, a (suspended) California corporation and an (inactive) Oregon assumed business name (collectively "Assignors") of 1829 NW Lovejoy, No. 206, Portland, Oregon 97225, USA, Phone: 541-880-3319, Email: ~~cameron@innovativegrower.com~~ formerly of ~~1607 Fairview Street, Apt. A, Berkeley, California 94709~~, USA, Phone: ~~805-705-9698~~, Email: ~~cameron@hugeharvest.com~~, and **IP Holdings, LLC**, a Washington Limited Liability Company ("Assignee") of 5408 NE 88th St. #A-101, Vancouver, Washington 98665, USA:

541-880-3319
cammac1984@gmail.com

WHEREAS, Assignors have alleged ownership of the trademark "INNOVATIVE GROWER", US registration no. 4218992 (the "Mark"), ownership in one or more business entity registered or formerly registered in at least California and Oregon (the "Company"), ownership in intellectual property including patents, trademarks, copyrights, and trade secrets, and know-how, manufacturing relationships, and rights pertaining to the manufacturing of products (including but ~~not limited to the bubble~~ ^{EXM} and the CT-1 Timer) branded and sold under the Mark and using logos (including but not limited to the "IG" and double leaf logos) related thereto (the "Products"), and ownership in the domain name and website WWW.INNOVATIVEGROWER.COM (the "Domain Name"), and desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark, the Company, the Products, and the Domain Name in the United States and worldwide (together, the "Territory"); and

WHEREAS Assignee wishes to acquire Assignors' ownership rights in the subject Mark, Company, Products, and Domain Name;

NOW, THEREFORE, for good and valuable consideration, including Assignee's payment of \$19,800 USD to Cameron Macfarlane for Assignors, the receipt and sufficiency of which is hereby acknowledged, Assignors, individually and collectively, hereby assign unto Assignee, the entire right, title and interest in the Territory in and to the subject Mark, together with the goodwill of the business relating to the Mark as used in the Territory, the income and damages hereafter due or payable to Assignor with respect to the Mark in the Territory, and all rights to sue for past, present, and future infringements or misappropriations of the Mark in the Territory.

Purchase and Assignment of INNOVATIVE GROWER business

Assignee and Assignors agree that Assignee is not liable for claims that arise from Assignors' activity prior to the execution date of this Assignment, and that Assignors shall defend and hold Assignee harmless for claims against Assignee pertaining to the Mark, the Company, the Products, or the Domain Name that arise from activity occurring prior to the below execution date.

IN WITNESS WHEREOF, Assignors have duly executed under seal and delivered this Purchase and Assignment Agreement, as of the day and year written below.

Executed at Portland OR (location) on the 10 day of August, 2015.

By: CAMERON MACFARLANE (ASSIGNOR)

Cameron J. Macfarlane
Signature of Cameron Macfarlane

By: IP HOLDINGS, LLC (ASSIGNEE)

Craig R Hargreaver
Printed Name of authorized representative

[Signature]
Signature of authorized representative

8/19/2015

By: INNOVATIVE GROWER (ASSIGNOR)

Cameron J. Macfarlane
Printed Name of authorized representative

[Signature]
Signature of authorized representative

By: SUNLIGHT SUPPLY, INC.

Craig R Hargreaver
Printed Name of authorized representative

[Signature]
Signature of authorized representative

8/19/2015