

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438210

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900415585		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROW-TECH LLC		05/31/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GROW TECH, INC.		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4851038	BIOSTRATE	
Registration Number:	2802098	FLEXIMIX	
Registration Number:	2216893	ROOTING SPONGE	
Registration Number:	2129013	FLEXIPLUG	
Serial Number:	87126010	ZENPLUG	
Serial Number:	87078649	PUREGROWN	
CORRESPONDENCE DATA			
Fax Number:	4124714094		
<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:	412-471-8815		
Email:	assignments@webblaw.com		
Correspondent Name:	Julie W. Meder, The Webb Law Firm		
Address Line 1:	420 Ft. Duquesne Blvd., Suite 1200		
Address Line 2:	One Gateway Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	8524-1600657		
NAME OF SUBMITTER:	Julie W. Meder, Reg. No. 36,216		

SIGNATURE:	/Julie W. Meder/
DATE SIGNED:	08/07/2017
Total Attachments: 6 source=Resubmission_Doc900415585#page1.tif source=Resubmission_Doc900415585#page2.tif source=Resubmission_Doc900415585#page3.tif source=Resubmission_Doc900415585#page4.tif source=Resubmission_Doc900415585#page5.tif source=Resubmission_Doc900415585#page6.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GROW-TECH LLC		05/31/2017	Corporation:

RECEIVING PARTY DATA

Name:	GROW TECH, INC.
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4851038	BIOSTRATE
Registration Number:	2802098	FLEXIMIX
Registration Number:	2216893	ROOTING SPONGE
Registration Number:	2129013	FLEXIPLUG
Serial Number:	87126010	ZENPLUG
Serial Number:	87078649	PUREGROWN

CORRESPONDENCE DATA

Fax Number: 4124714094

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.

Phone: 412-471-8815

Email: assignments@webblaw.com

Correspondent Name: Julie W. Meder, The Webb Law Firm

Address Line 1: 420 Ft. Duquesne Blvd., Suite 1200

Address Line 2: One Gateway Center

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	Julie W. Meder, Reg. No. 36,216
SIGNATURE:	/Julie W. Meder/
DATE SIGNED:	08/01/2017

OP \$165.00 4851038

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is dated as of 31 May, 2017, by and between GROW-TECH LLC, a limited liability company, organized under the laws of the State of Maine with its registered seat at 165 Pleasant Ave in South Portland, Maine, USA registered with the Secretary of State under number 20102296DC ("Assignor") and GROW TECH, INC., a corporation, organized under the laws of the State of Delaware with its registered seat at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808, USA, and registered with the Secretary of State under number 20172987673 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to certain intangible property and related proprietary rights, interests and protections, throughout the world, including, without limitation, (i) trademarks, service marks, trade names, trade dress and other proprietary indicia of goods and services, including, without limitation, as set forth in Schedule A; (the "Trademarks"); (ii) internet domain names; (iii) original works of authorship in any medium of expression, whether or not published, and all copyrights; (iv) trade secrets; and (v) patented and patentable designs and inventions (whether or not reduced to practice) and improvements thereto, including, without limitation, patentable inventions, patent applications and patents set forth in Schedule A; (the "Patents"); and all registrations and applications for registration and common law rights of each of the foregoing worldwide, and all issuances, extensions and renewals of such registrations and applications (collectively, the "Intellectual Property");

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Intellectual Property of Assignor.

WHEREAS, Assignee desires to accept such assignment of the Intellectual Property of Assignor.

NOW, THEREFORE, in consideration for the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property. Assignor hereby assigns, grants, transfers, conveys and relinquishes exclusively to Assignee, its successors, assigns and

legal representatives, all of Assignor's right, title and interest in and to the Intellectual Property of Assignor, including, without, limitation: (i) the Trademarks, together with the good will symbolized by the Trademarks, and including any and all claims for past infringement thereof and (ii) the Patents and the Improvements and inventions disclosed in said Patents throughout the world, including all claims and causes of action for damages for past infringement, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof. Such assignment, transfer and conveyance by Assignor includes the right of Assignee to file applications for such Intellectual Property and to obtain patents, utility models, Industrial models and designs for said inventions and Improvements in Assignee's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions and Intellectual Property in appropriate registries. Assignor agrees that it will communicate to said Assignee or its representatives any facts known to Assignor respecting said Intellectual Property and improvements and inventions disclosed in said Patents, and testify in any legal proceedings, sign all lawful papers, execute all applications, make all rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to perfect such right, title and interest in said Intellectual Property in Assignee and to obtain and enforce proper protection for said Intellectual Property in all countries, and asserts that it will not execute any agreements inconsistent therewith.

IN WITNESS WHEREOF, the parties have duly executed this Patent Assignment Agreement as of the date set forth above.

Grow-Tech LLC

By: Peter Anania
Position: President
Date: 31 May 2017

Grow Tech, Inc.



By: Tine van de Werken
Position: President
Date: 31 May 2017

legal representatives, all of Assignor's right, title and interest in and to the Intellectual Property of Assignor, including, without limitation: (i) the Trademarks, together with the good will symbolized by the Trademarks, and including any and all claims for past infringement thereof and (ii) the Patents and the improvements and inventions disclosed in said Patents throughout the world, including all claims and causes of action for damages for past infringement, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof. Such assignment, transfer and conveyance by Assignor includes the right of Assignee to file applications for such Intellectual Property and to obtain patents, utility models, industrial models and designs for said inventions and improvements in Assignee's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions and Intellectual Property in appropriate registries. Assignor agrees that it will communicate to said Assignee or its representatives any facts known to Assignor respecting said Intellectual Property and improvements and inventions disclosed in said Patents, and testify in any legal proceedings, sign all lawful papers, execute all applications, make all rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to perfect such right, title and interest in said Intellectual Property in Assignee and to obtain and enforce proper protection for said Intellectual Property in all countries, and asserts that it will not execute any agreements inconsistent therewith.

IN WITNESS WHEREOF, the parties have duly executed this Patent Assignment Agreement as of the date set forth above.

Grow-Tech LLC



By: Peter Anania
Position: President
Date: 31 May 2017

Grow Tech, Inc.

By: Tine van de Werken
Position: President
Date: 31 May 2017

SCHEDULE A

Client Name	Case Number	Sub Case	Country	Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
Grow-Tech, LLC	0135-001	CA1	Canada	Granted	2736093	02-Sep-2009	2736093	28-Apr-2016	BIOPOLYMER-BASED GROWTH MEDI
Grow-Tech, LLC	0135-001	EP1	Germany	Granted	09812160,1	02-Sep-2009	2326162	22-Jan-2014	BIOPOLYMER-BASED GROWTH MEDI
Grow-Tech, LLC	0135-001	EP1	Denmark	Granted	09812160,1	02-Sep-2009	2326162	22-Jan-2014	BIOPOLYMER-BASED GROWTH MEDI
Grow-Tech, LLC	0135-001	EP1	France	Granted	09812160,1	02-Sep-2009	2326162	22-Jan-2014	BIOPOLYMER-BASED GROWTH MEDI
Grow-Tech, LLC	0135-001	EP1	Great Britain	Granted	09812160,1	02-Sep-2009	2326162	22-Jan-2014	BIOPOLYMER-BASED GROWTH MEDI
Grow-Tech, LLC	0135-001	EP1	Netherlands	Granted	09812160,1	02-Sep-2009	2326162	22-Jan-2014	BIOPOLYMER-BASED GROWTH MEDI
Grow-Tech, LLC	0135-001	US1	United States	Granted	13080,130	24-May-2011	8,571,616	19-Mar-2014	BIOPOLYMER-BASED GROWTH MEDI
Grow-Tech, LLC	0135-001	US2	United States	Pending	15070,174	15-Mar-2016			BIOPOLYMER-BASED GROWTH MEDI

Patent	Terr.	Application no. / date	Patent no.	Applicant
Biopolymer-based growth media and methods of making and using same	PCT	PCT/US2009/055723 02-09-2009	WO/2010/028037	Grow-Tech LLC

EU Zenplug Patent licensed from Edwin's firm

Trademarks:

MARK: BIOSTRATE:
Reg. No. 4,851,038
Registered Nov. 10, 2015

MARK: FLEXIMIX
SERIAL NUMBER: 76488991
REGISTRATION NUMBER: 2802098

MARK: ROOTING SPONGE
SERIAL NUMBER: 75235137
REGISTRATION NUMBER: 2216893

MARK: FLEXIPLUG
SERIAL NUMBER: 75235503
REGISTRATION NUMBER: 2129013

Trademark	Territory	Application no. / Application date	Registration no. / Registration date	Expiration date	Classes	Holder	Remarks
ZENPLUG	US	87126010 03-08-2016			01, 31	Grow-Tech, LLC	application under examination

Trademark	Territory	Application no. / Application date	Registration no. / Registration date	Expiration date	Classes	Holder	Remarks
PUREGROWN	US	87078649 21-06-2016			01, 22	Grow-Tech, LLC	application under examination

Website Domains we own:

Grow-tech.com

Puregrownproducts.com

Bio-strate.com

Bio-strate.biz

Bio-strate.info

Bio-strate.net

BIOSTRATE.BIZ