

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BONNIE PLANTS, INC.		12/29/2020	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	BONNIE PLANTS, LLC		
Street Address:	121 Somerville Rd NE		
City:	Decatur		
State/Country:	ALABAMA		
Postal Code:	35601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3474986	OUR ROOTS RUN DEEP	
Registration Number:	3465918	BONNIE PLANTS	
Registration Number:	3465919	BONNIE PLANTS	
Registration Number:	4131968	BONNIE	
Registration Number:	4135594	BONNIE	
Registration Number:	4329434	DIRTY FINGERNAIL CLUB	
Registration Number:	4474007	GARDENING AT YOUR FINGERTIPS	
Registration Number:	4685318	GARDENING AT YOUR FINGERTIPS	
Registration Number:	3866992	GREENER. SMARTER. EASY.	
Registration Number:	6171237	HARVEST SELECT	
Registration Number:	4909951	HOMEGROWN WITH BONNIE PLANTS	
Registration Number:	3846813	LITTLE GREEN JUG	
Registration Number:	5273027	LITTLE WHITE JUG	
Registration Number:	4906143		
CORRESPONDENCE DATA			
Fax Number:	2565175285		
<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:	256-517-5140		

OP \$365.00 3474986

Email: wbabcock@bradley.com
Correspondent Name: Stephen H. Hall
Address Line 1: 200 CLINTON AVE. WEST
Address Line 2: SUITE 900
Address Line 4: HUNTSVILLE, ALABAMA 35801

NAME OF SUBMITTER: Stephen H. Hall

SIGNATURE: /Stephen H. Hall/

DATE SIGNED: 01/20/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated as of December 29, 2020, is made by BONNIE PLANTS, INC., an Alabama corporation (“Assignor”), in favor of BONNIE PLANTS, LLC, a Delaware limited liability company (“Assignee”), the transferee of certain assets of Assignor pursuant to a Contribution and Unit Purchase Agreement, dated as of November 25, 2020, among Assignor, Assignee, Alabama Farmers Cooperative, Inc., Scotts Live Goods Holdings, Inc. and The Scotts Company LLC (as amended, the “Contribution Agreement”).

WHEREAS, pursuant to the Contribution Agreement, Assignor has contributed, conveyed, assigned, transferred and delivered to Assignee, among other assets, certain intellectual property of Assignor, and desires to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein and defined in the Contribution Agreement shall have the meanings ascribed to them in the Contribution Agreement. The following terms shall have the following meanings:

“Bonnie Contributed Intellectual Property” means all Intellectual Property of Assignor in connection with the Business. The Bonnie Contributed Intellectual Property includes, but is not limited to, the items listed on Schedule 1 attached hereto.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (a) all patented and patentable designs and inventions, all design patents, utility patents, letters patent, utility models, pending patent applications, provisional applications, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, inter partes review proceedings, post-grant review proceedings, and renewals of such patents and applications (“Patents”); (b) all trademarks (registered or unregistered), service marks (registered or unregistered), trade dress, logos, slogans, trade names, brand names, corporate names, Internet domain names, social media user names, identifiers and profiles, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (“Trademarks”); (c) all works of authorship and tangible works of expression, including derivative works, all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith (registered or unregistered) (“Copyrights”); (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets, confidential business information, know-how, ideas, processes, methods, systems, inventions, discoveries, prototypes, research and development, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, prospect lists, pricing and cost information, computer “recipe” books, color bank coding systems, and business and

marketing plans and proposals, and market studies (“Trade Secrets”); (f) all computer software, computer programs, firmware, data, and databases in any form, including, without limitation, development tools, library functions, compilers, and platform and application software, whether in source code, object code or other format, and all related documentation (“Software”); (g) all rights of publicity and privacy; (h) all shop rights; (i) all advertising and promotional materials; (j) all websites (including the layout, design and contents of the web pages and underlying codes covered by Patents, Copyrights, Trademarks or otherwise under subsection (e) or (f) above); (k) all other proprietary information and intellectual property, in all forms and media, and all goodwill associated therewith, and whether or not subject to patent, copyright, trademark, design or other intellectual property registration; (l) all copies and tangible embodiments thereof (in whatever form or medium); (m) any other intellectual property rights anywhere in the world; and (n) all common law, statutory, treaty and convention rights with respect to any thereof, all property rights, moral rights, ownership and other proprietary rights in any thereof, and all worldwide forms of protection and rights in, to and under all of the foregoing, and the right and power to assert, defend and recover title thereto and the right to sue for and recover damages for past, present and future infringement, misuse, misappropriation or other violation thereof.

2. Assignment. On the terms and subject to the conditions set forth in the Contribution Agreement, effective as of the Contribution Effective Time, Assignor hereby contributes, conveys, assigns, transfers and delivers to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, free and clear of all Liens, other than Permitted Liens, all of Assignor’s right, title and interest in, to and under all of the Bonnie Contributed Intellectual Property. The foregoing assignment of Bonnie Contributed Intellectual Property includes all rights, claims, benefits and privileges pertaining to the Bonnie Contributed Intellectual Property, including all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing.

3. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

4. Further Assurances. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Bonnie Contributed Intellectual Property to Assignee, or any assignee or successor thereto.

5. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Bonnie Contributed Intellectual Property. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Contribution Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the

limitations set forth in, the Contribution Agreement. If any conflict exists between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall govern and control.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. The validity, interpretation and performance of this Assignment and any dispute connected with this Assignment will be governed by and determined in accordance with the laws of the State of Delaware (exclusive of such state's choice of laws or conflicts of laws rules that would cause the application of the laws of any other jurisdiction) and, to the extent applicable, the laws of the United States.

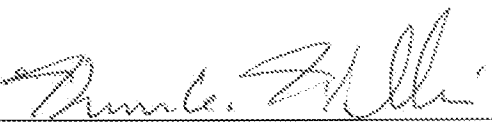
8. Counterparts. This Assignment may be executed in one (1) or more counterparts, and by the different parties to each such counterpart, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other means of electronic transmission (such as .pdf) shall be as effective as delivery of a manually executed counterpart of any such agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first written above.

ASSIGNOR:

BONNIE PLANTS, INC.

By: 

Name: Thomas G. Hallin

Title: Assistant Treasurer

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007165 FRAME: 0791

AGREED TO AND ACCEPTED:

ASSIGNEE:

BONNIE PLANTS, LLC

By: 

Name: Mike Sutterer




Title: President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007165 FRAME: 0792

SCHEDULE 1

BONNIE CONTRIBUTED INTELLECTUAL PROPERTY

- Trademarks
 - Registered Trademarks:
 - BONNIE
 - Country: Canada
 - Registration No. TMA854069
 - Registration Date: June 27, 2013
 - BONNIE & Design: 
 - Country: Canada
 - Registration No. TMA854070
 - Registration Date: June 27, 2013
 - BONNIE PLANTS
 - Country: Canada
 - Registration No. TMA736809
 - Registration Date: March 24, 2009
 - BONNIE PLANTS
 - Country: Canada
 - Registration No. TMA764868
 - Registration Date: April 23, 2010
 - BONNIE PLANTS & Design: 
 - Country: Canada
 - Registration No. TMA736818
 - Registration Date: March 24, 2009
 - BONNIE PLANTS & Design: 
 - Country: Canada
 - Registration No. TMA764899
 - Registration Date: April 23, 2010

- BONNIE'S GOING GREENER FOR YOU
 - Country: Canada
 - Registration No. TMA764867
 - Registration Date: April 23, 2010

- BONNIE'S GOING GREENER FOR YOU
 - Country: Canada
 - Registration No. TMA736806
 - Registration Date: March 24, 2009

- DIRTY FINGERNAIL CLUB
 - Country: Canada
 - Registration No. TMA886348
 - Registration Date: September 22, 2014

- The following flower logo: 
 - Country: Canada
 - Registration No. TMA957050
 - Registration Date: December 2, 2016

- GARDENING AT YOUR FINGERTIPS
 - Country: Canada
 - Registration No. TMA936097
 - Registration Date: April 26, 2016

- HOMEGROWN WITH BONNIE PLANTS
 - Country: Canada
 - Registration No. TMA957049
 - Registration Date: December 2, 2016

- HOO-RAY FOR HERBS!
 - Country: Canada
 - Registration No. TMA736808
 - Registration Date: March 24, 2009

- OUR ROOTS RUN DEEP
 - Country: Canada
 - Registration No. TMA736807
 - Registration Date: March 24, 2009

- OUR ROOTS RUN DEEP
 - Country: Canada
 - Registration No. TMA764866
 - Registration Date: April 23, 2010

- OUR ROOTS RUN DEEP
 - Country: USA
 - Registration No. 3474986
 - Registration Date: July 29, 2008

- BONNIE PLANTS
 - Country: USA
 - Registration No. 3465918
 - Registration Date: July 15, 2008

- BONNIE PLANTS
 - Country: USA
 - Registration No. 3465919
 - Registration Date: July 15, 2008

- BONNIE
 - Country: USA
 - Registration No. 4131968
 - Registration Date: April 24, 2012

- BONNIE
 - Country: USA
 - Registration No. 4135594
 - Registration Date: May 1, 2012

- DIRTY FINGERNAIL CLUB
 - Country: USA
 - Registration No. 4329434
 - Registration Date: April 30, 2013

- GARDENING AT YOUR FINGERTIPS
 - Country: USA
 - Registration No. 4474007
 - Registration Date: January 28, 2014

- GARDENING AT YOUR FINGERTIPS
 - Country: USA
 - Registration No. 4685318
 - Registration Date: February 10, 2015

- GREENER. SMARTER. EASY.
 - Country: USA
 - Registration No. 3866992
 - Registration Date: October 26, 2010

- HARVEST SELECT
 - Country: USA
 - Registration No. 6171237
 - Registration Date: October 6, 2020

- HOMEGROWN WITH BONNIE PLANTS
 - Country: USA
 - Registration No. 4909951
 - Registration Date: March 1, 2016

- LITTLE GREEN JUG
 - Country: USA
 - Registration No. 3846813
 - Registration Date: September 7, 2010

- LITTLE WHITE JUG
 - Country: USA
 - Registration No. 5273027
 - Registration Date: August 22, 2017

- Bonnie Plants (hat with Mandarin name)
 - Country: China
 - Registration No. 31453531
 - Registration Date: January 14, 2020



- The following design:
 - Country: USA
 - Registration No. 4906143
 - Registration Date: February 23, 2016

- Social Media Usernames and Accounts
 - Instagram: @bonnieplants
 - Facebook: BonniePlants
 - Twitter: @bonnieplants
 - Pinterest: bonnieplants
 - YouTube: bonnieplants