

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPI Distribution Corp.		12/22/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GGen Distribution Corp.		
Street Address:	930 W Ave., Suite A		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5237886	POWER SILICIC	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	01/05/2021		
Total Attachments: 2			
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OP \$40.00 5237886

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 22, 2020 (the "Effective Date") is by and among HPI Distribution Corp., a California corporation with offices at 3803 Wacker Drive, Mira Loma, California 91752 ("HPI" or the "Assignor"), and GGen Distribution Corp, a Delaware corporation with offices at 930 W Ave, Suite A, Denver, CO 80204 ("Assignee").

WITNESSETH:

WHEREAS, HPI is the owner of all right, title and interest in and to that certain trademark POWER SILICIC and associated U.S. Federal Trademark Registration No. 5237886 (the "Mark") for use in connection with fertilizers containing silicon-derived ingredients, namely, silicic acid.

WHEREAS, pursuant to that certain Trademark Purchase Agreement among the Assignors and the Assignee (the "Purchase Agreement"), the Assignors desire to assign all of their right, title and interest in and to the Mark to Assignee and Assignee desires to accept such assignment and to assume all liabilities and obligations of Assignors associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, including the consideration provided under the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby assign and transfer unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Mark, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement, and the right to the goodwill of the business symbolized thereby.

2. Further Assurances. Each party shall, upon the other party's request, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumptions of liabilities and obligations set forth herein.

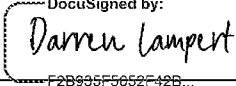
3. Binding Provisions. This Assignment is binding upon, and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns.

4. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

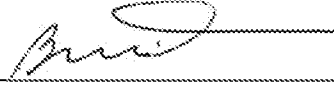
GGEN Distribution Corp.

HPI Distribution Corp.

By:  _____
DocuSigned by:
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Name: Darren Lampert

Title: Darren Lampert

By:  _____

Name: Brandon Burkhart

Title: CEO