# OP \$40.00 87238779

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM634436

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Landscape Supply, Inc.		05/11/2020	Corporation: VIRGINIA

## **RECEIVING PARTY DATA**

Name:	Prescription Soil and Plant Nutrient Management, LLC	
Street Address:	101 Madison Ave. N.E.	
City:	Roanoke	
State/Country:	VIRGINIA	
Postal Code:	24016	
Entity Type:	Limited Liability Company: VIRGINIA	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87238779	GROSMART

# CORRESPONDENCE DATA

**Fax Number:** 5409837711

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:** 5409837611

**Email:** mhertz@woodsrogers.com

Correspondent Name: Michael J. Hertz

Address Line 1: 10 South Jefferson Street

Address Line 2: Suite 1800

Address Line 4: Roanoke, VIRGINIA 24011

NAME OF SUBMITTER:	Michael J. Hertz
SIGNATURE:	/Michael J. Hertz/
DATE SIGNED:	03/25/2021

# **Total Attachments: 3**

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TRADEMARK
REEL: 007231 FRAME: 0951

### ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Agreement") is made and entered into effective as of May 11, 2020, by and between LANDSCAPE SUPPLY, INC., a Virginia corporation (the "Assignor"), and Prescription Soil and Plant Nutrient Management, LLC, a Virginia limited liability company (the "Assignee"); and provides as follows:

WHEREAS, Assignor, with its principal place of business at 101 Madison Ave. N.E., Roanoke, Virginia 24016, has adopted the trademark listed on <u>Schedule A</u> attached hereto (the "Mark"); and

WHEREAS, Assignee, having an address at 101 Madison Ave. N.E., Roanoke, Virginia 24016, is desirous of acquiring the Mark, together with the goodwill of the business symbolized by the Mark and Assignor is desirous of transferring all of the foregoing to Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably assign, sell, and transfer unto Assignee, all ownership, right, title and interest in and to the Mark, including the right to sue for damages and other remedies in respect of any infringement of the Mark which may have occurred before or on the date of this Agreement, together with the goodwill of the business symbolized by the Mark.

Assignee shall file this Agreement with the Assignments Division (Trademarks) of the United States Patent and Trademark Office.

Each party hereto agrees, upon the reasonable request of the other party hereto to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Agreement.

[Signature Page Follows]

{2718646-1, 114871-00001-01}

TRADEMARK REEL: 007231 FRAME: 0952

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademark as of the date first written above.

> ASSIGNOR LANDSCAPE SUPPLY, INC.

By: Name:

Its:

**ASSIGNEE** 

PRESCRIPTION SOIL AND PLANT NUTRIENT

MANAGEMENT, LLC

Name?

# Schedule A

Trademark	Serial Number
Grosmart	87238779

3

 $\{2718646\text{-}1,114871\text{-}00001\text{-}01\}$ 

RECORDED: 03/25/2021

TRADEMARK REEL: 007231 FRAME: 0954