

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charcoir Corporation		03/12/2021	Corporation: WASHINGTON
Michael Leone		03/12/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Charcoir, Inc.		
Street Address:	930 W 7th Ave		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90495234	CHAR COIR	
Serial Number:	90495246	CLOUD COIR	
Serial Number:	90495255	COIRGANIC COCO	
Serial Number:	90495270	CHAR COIR IT'S GROW TIME	
Serial Number:	90495278	CHAR COIR IT'S GROW TIME	
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:	03/30/2021		

OP \$140.00 90495234

Total Attachments: 7

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ASSIGNMENT OF INTANGIBLE ASSETS AND INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTANGIBLE ASSETS AND INTELLECTUAL PROPERTY (the "Assignment"), dated as of March 12, 2021 (the "Effective Date"), is by and among Charcoir Corporation, a Washington corporation ("Seller"), Michael Leone, a natural person ("Leone" and together with Seller, the "Assignors"), and Charcoir, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of March 12, 2021, pursuant to which Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain Intangible Assets and Intellectual Property (as those terms are defined in the Purchase Agreement) of Assignors, and have agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Intangible Assets and Intellectual Property, including without limitation, if any, the following (collectively, the "Assigned IP"):

a. the trademarks, trade names, fictitious names, trade dress, logos, brand names, and other indicia of source used by Seller in operation of the Business (as such term is defined in the Purchase Agreement) whether registered, unregistered or arising by an applicable law of any jurisdiction throughout the world, set forth on Schedule A and all registrations and applications for registration of such trademarks, and all issuances, extensions and renewals thereof together with all common law rights associated with the trademarks and the goodwill of the business connected with the use of, and symbolized by the trademarks;

b. the patents and patent applications set forth on Schedule A and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

c. the copyrights set forth on Schedule A, any registrations and applications for registration and all issuances, extensions, and renewals thereof;

d. the domain name registrations ("Domain Names") set forth on Schedule A, together with all account information related thereto and all goodwill of the business connected with or symbolized by the Domain Names, in all countries of the world including the United States of America, its territories and possessions;

e. the social media accounts (“Social Media”) set forth on Schedule A, together with all passwords related thereto and the goodwill of the business connected with or symbolized by the Social Media;

f. all software set forth on Schedule A;

g. all rights of any kind whatsoever of the Assignors accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

h. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned IP; and

i. any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Assignors will, promptly upon Assignee’s request and for no additional consideration, 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 assumption of liabilities and obligations set forth herein. Without limiting the foregoing, the Assignors agree to, on the Effective Date or, if not practicable to do so on the Effective Date, as soon thereafter as practicable (i) take any actions necessary, including the execution, acknowledgement and delivery of any necessary Domain Names transfer documents reasonably requested by Assignee, to change the administrative contact and the technical contact for the Domain Names included in the Assigned IP to that of Assignee (or its designee), and otherwise effect the conveyance and assignment of the Domain Names to Assignee; and (ii) take any actions necessary to provide access to and transfer of ownership of the Social Media to Assignee.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned IP. The provisions contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. 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.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Intangible Assets and Intellectual Property as of the Effective Date.

ASSIGNORS:

CHARCOIR CORPORATION

By: Michael Leone
Name: Michael Leone
Title: President

Michael Leone
Michael Leone

ASSIGNEE:

CHARCOIR, INC.

By: _____
Name: Darren Lampert
Title: CEO

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Intangible Assets and Intellectual Property as of the Effective Date.

ASSIGNORS:

CHARCOIR CORPORATION

By: _____

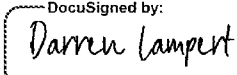
Name: Michael Leone

Title: President

Michael Leone

ASSIGNEE:

CHARCOIR, INC.

By:  _____
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Name: Darren Lampert

Title: CEO

[Signature page to Assignment of Intangible Assets and Intellectual Property]

Schedule A

Trademarks:

Serial No.	Reg. No.	Mark	Filing Basis	Class(es)	File Date	Pub. Date.
90495278	N/A	Char Coir It's Grow Time (and Design)	1(A)	001, 021, 035	01/28/2021	N/A
90495270	N/A	Char Coir It's Grow Time (and Design)	1(A)	001, 021, 035	01/28/2021	N/A
90495255	N/A	Coirganic Coco (Word Mark)	1(A)	001	01/28/2021	N/A
90495246	N/A	Cloud Coir (Word Mark)	1(A)	001	01/28/2021	N/A
90495234	N/A	Char Coir (Word Mark)	1(A)	001, 035	01/28/2021	N/A

Tradename: "Charcoir" issued by Washington Department of Revenue on 05/13/2016.

Copyrights: See **Attachment 1**, attached hereto and incorporated herein by reference.

- Copyrights in website content, social media content, product advertisements and promotional materials, product information, including Metals Analysis Report and Charcoir Coco Chemical Analysis.

Domain Names:

Domain	Registrant	Registrar	Expiration Date
https://charcoir.com/	Charcoir Corporation	Shopify	February 6, 2022

Common Law Trademarks:

- Coco Coir - First Use Date: 07/29/2014
- The Coco Slab - First Use Date: 12/05/2016
- The Coco Cube - First Use Date: 12/05/2016
- BioPot - First Use Date: 08/31/2018
- It's Grow Time – First Use Date: 07/29/2014

Product Formulations:

- See **Attachment 2**, attached hereto and incorporated herein by reference.

Social Media Accounts:

- Instagram - @Charcoir - <https://www.instagram.com/charcoir/?hl=en>