

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burgess Seed & Plant Co.		11/03/2021	Corporation: ILLINOIS
Dutch Gardens USA Corporation		11/03/2021	Corporation: ILLINOIS
House of Wesley, Inc.		11/03/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Richard Owen Nursery, Inc.		
Street Address:	1700 Morrissey Drive		
City:	Bloomington		
State/Country:	ILLINOIS		
Postal Code:	61704		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5169481	BURGESS SEED & PLANT CO.	
Registration Number:	3282873	DUTCH GARDENS	
Registration Number:	5169480	DIRECT GARDENING	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@davismcgrath.com		
Correspondent Name:	WILLIAM T. MCGRATH		
Address Line 1:	125 SOUTH WACKER DRIVE		
Address Line 2:	SUITE 300		
Address Line 4:	CHICAGO, ILLINOIS 60606		
NAME OF SUBMITTER:	William T. McGrath		
SIGNATURE:	/William T. McGrath/		
DATE SIGNED:	11/05/2021		
Total Attachments: 9			
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source=Assignment Agreement Dutch Gardens USA (11-3-21)#page1.tif
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source=Assignment Agreement House of Wesley (ACC) (11-3-21)#page1.tif
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of November 3, 2021, by and between Burgess Seed & Plant Co. ("Assignor") and Richard Owen Nursery, Inc., an Illinois Corporation ("Assignee").

Whereas, Assignor conveys to Assignee all of its right, title and interest in and to the trademarks shown on the attached Schedule, and the goodwill of the business in connection therewith (the "Trademarks");

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby agrees and acknowledges that all of its right, title and interest in any and all Trademarks and any other related intellectual property rights are hereby transferred to Assignee. Assignor hereby agrees and acknowledges that Schedule A lists the transferred Trademarks. Assignor further agrees and acknowledges that neither it, nor any of its affiliates, hold any right, title or interest in or to the Trademarks or any other intellectual property rights relating to the Trademarks.
2. Assignor agrees to execute such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Assignment of Trademarks in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and trademark offices in other jurisdictions.

[Signatures Follow]

In witness whereof, the parties have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the date written above.

Burgess Seed & Plant Co., Assignor

By: Deanne Colledge

Name: Deanne Colledge

Title: President

Richard Owen Nursery, Inc., Assignee

By: Deanne Colledge

Name: Deanne Colledge

Title: President

SCHEDULE A

Trademark	Country	Registration No.
BURGESS SEED & PLANT CO.	United States	5,169,481

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of November 3, 2021, by and between Dutch Gardens USA Corporation (“Assignor”) and Richard Owen Nursery, Inc., an Illinois Corporation (“Assignee”).

Whereas, Assignor conveys to Assignee all of its right, title and interest in and to the trademarks shown on the attached Schedule, and the goodwill of the business in connection therewith (the “Trademarks”);

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby agrees and acknowledges that all of its right, title and interest in any and all Trademarks and any other related intellectual property rights are hereby transferred to Assignee. Assignor hereby agrees and acknowledges that Schedule A lists the transferred Trademarks. Assignor further agrees and acknowledges that neither it, nor any of its affiliates, hold any right, title or interest in or to the Trademarks or any other intellectual property rights relating to the Trademarks.
2. Assignor agrees to execute such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Assignment of Trademarks in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and trademark offices in other jurisdictions.

[Signatures Follow]

In witness whereof, the parties have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the date written above.

Dutch Gardens USA Corporation, Assignor

By: Deanne Colledge

Name: Deanne Colledge

Title: President

Richard Owen Nursery, Inc., Assignee

By: Deanne Colledge

Name: Deanne Colledge

Title: President

SCHEDULE A

Trademark	Country	Registration No.
DUTCH GARDENS	United States	3,282,873

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of November 3, 2021, by and between House of Wesley, Inc. (Assignor) and Richard Owen Nursery, Inc., an Illinois Corporation (Assignee).

Whereas, Assignor conveys to Assignee all of its right, title and interest in and to the trademarks shown on the attached Schedule, and the goodwill of the business in connection therewith (the "Trademarks");

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby agrees and acknowledges that all of its right, title and interest in any and all Trademarks and any other related intellectual property rights are hereby transferred to Assignee. Assignor hereby agrees and acknowledges that Schedule A lists the transferred Trademarks. Assignor further agrees and acknowledges that neither it, nor any of its affiliates, hold any right, title or interest in or to the Trademarks or any other intellectual property rights relating to the Trademarks.
2. Assignor agrees to execute such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Assignment of Trademarks in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and trademark offices in other jurisdictions.

[Signatures Follow]

In witness whereof, the parties have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the date written above.

House of Wesley, Inc., Assignor

By: Deanne Colledge

Name: Deanne Colledge

Title: President

Richard Owen Nursery, Inc., Assignee

By: Deanne Colledge

Name: Deanne Colledge

Title: President

SCHEDULE A

Trademark	Country	Registration No.
DIRECT GARDENING	United States	5,169,480