

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Organic Turf Company, LLC		09/22/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	ExperiGreen - Cincinnati, LLC		
Street Address:	3840 Edison Lakes Pkwy		
City:	Mishawaka		
State/Country:	INDIANA		
Postal Code:	46545		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6060655	THE ORGANIC TURF COMPANY	
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>			
Phone:	2485668620		
Email:	sforte@honigman.com		
Correspondent Name:	Steven M Forte		
Address Line 1:	39400 Woodward Ave		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	205219-505422		
NAME OF SUBMITTER:	Steven M Forte		
SIGNATURE:	/steven m forte/		
DATE SIGNED:	10/03/2022		
Total Attachments: 5			
source=(Executed) Updated Trademark Assignment(45442591_1)#page1.tif			
source=(Executed) Updated Trademark Assignment(45442591_1)#page2.tif			
source=(Executed) Updated Trademark Assignment(45442591_1)#page3.tif			

CH \$40.00 6060655

source=(Executed) Updated Trademark Assignment(45442591_1)#page4.tif

source=(Executed) Updated Trademark Assignment(45442591_1)#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), is effective as of 9/22/22 between The Organic Turf Company, LLC, an Ohio limited liability company ("Assignor"), and ExperiGreen - Cincinnati, LLC, an Indiana limited liability company ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor is the owner of the trademark registrations, as set forth in the attached Exhibit A (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of August 4, 2022, whereby Assignor has agreed to sell the Purchased Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Purchased Assets (the "Agreement");

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Trademarks of Assignor associated with the Purchased Assets, as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Trademarks. Assignor hereby irrevocably assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, to the Trademarks together with all of the goodwill associated with and symbolized by the Trademarks, including any applications, registrations, renewals and extensions thereof for the Trademarks and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States, now or hereafter in effect.
2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Trademarks and all rights to sue for past, present or future infringement, misappropriation or other violation of the Trademarks, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Trademarks, or assist any third party in any of the foregoing.
3. Further Assurances. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Trademarks assigned herein.
4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this

Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

5. Conflict With Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. Facsimile Signatures. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).


9. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

ASSIGNEE:

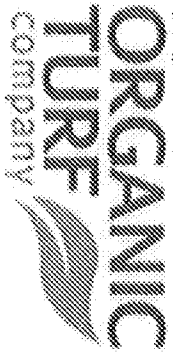
By: 
Name: Jason McCoy
Title: Trustee of The McCoy Family
Revocable Living Trust Dated
9/24/2019

By: 
Name: MICHAEL R. GODRICK
Title: CFO

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No./Serial No.</u>	<u>Registration Date</u>
NURTURING A DIFFERENCE	US	Registration No.: 5,052,760 Serial No.: 86/745,532	October 4, 2016
END YOUR LAWN'S CHEMICAL DEPENDENCY	US	Registration No.: 4,261,413 Serial No.: 85/615,294	December 18, 2012
THE ORGANIC TURF COMPANY	US	Registration No.: 4,835,461 Serial No.: 86/540,704	October 20, 2015
THE ORGANIC TURF COMPANY	US	Registration No.: 6,060,655 Serial No.: 88/148,519	May 19, 2020



Handwritten initials or mark