

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805842

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900764267

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Borst Landscape & Design, Inc.		12/19/2022	Corporation:

RECEIVING PARTY DATA

Name:	Mariani Enterprises, LLC
Street Address:	300 Rockland Road
City:	Lake Bluff
State/Country:	ILLINOIS
Postal Code:	60044
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3535801	BORST LANDSCAPE & DESIGN
Registration Number:	3518764	BORST ORGANIC THE SCIENCE OF NATURE
Registration Number:	3589509	COMMITTED TO BEING THE BEST ... NATURALL

CORRESPONDENCE DATA**Fax Number:**

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: 8478009212
Email: cbedi@marianilandscape.com
Correspondent Name: Christine Bedi
Address Line 1: 300 Rockland Road
Address Line 4: Lake Bluff, ILLINOIS 60044

NAME OF SUBMITTER:	Christine Bedi
SIGNATURE:	/Christine Bedi/
DATE SIGNED:	04/25/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of December 19, 2022, is made by and between Borst Landscape & Design, Inc., a New Jersey corporation (“Assignor”), on the one hand, and Mariani Enterprises, LLC, an Illinois limited liability company (“Assignee”), on the other hand. All initially-capitalized terms used but not otherwise defined in this Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement (defined below) and the rules of construction set forth in Section 7.9 of the Asset Purchase Agreement will be applied wherever appropriate herein.

WITNESSETH:

WHEREAS, the Assignor, Assignee and Shareholder have entered into an Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”);

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, transfer, assign, convey and deliver to the Assignee, and the Assignee desires to purchase, acquire and accept from the Assignor, all of the Assignor’s right, title, and interest in, to, and under the Assignor’s trademark registration listed on Schedule 1 hereto, together with all goodwill of any business associated therewith and all applications, registrations and renewals in connection therewith (collectively, the “Assigned Trademark”); and

WHEREAS, this Agreement will be executed in connection with the Closing under the Asset Purchase Agreement, as required thereby.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases, acquires and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to and under the Assigned Trademark, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for present, and future infringements, misappropriations or other violations of the Assigned Trademark against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1. The Assignor shall effectuate the foregoing assignment in its reasonable discretion, including completing a transfer of registrant or registrant name change process with the applicable registrar.

Section 2. Applicable Law, Jurisdiction and Venue. Section 7.3 of the Asset Purchase Agreement are hereby incorporated herein, *mutatis mutandis*.

Section 3. Entire Agreement. Section 7.14 of the Asset Purchase Agreement is hereby incorporated herein, *mutatis mutandis*. Except with respect to Section 5 of this Agreement, in the event of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control and prevail.

Section 4. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.

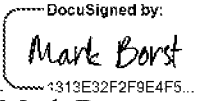
Section 5. Further Assurances. The Assignor further agrees to use commercially reasonable efforts to (i) execute all documents and (ii) do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, the Assignor further agrees, at the reasonable request of Assignee or its successors in interest, to cooperate with Assignee in obtaining and enforcing the intellectual property rights in the Assigned Trademark. Assignee shall reimburse Assignor for the reasonable costs incurred by Assignor in connection with such cooperation, including, without limitation, Assignor's reasonable and necessary attorney's fees and costs. In the event that Assignor fails to execute any such document or to take any such action as set forth in this Section 5 after the reasonable request of Assignee, Assignor hereby irrevocably designates Assignee as Assignor's agent and hereby irrevocably grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

[Signatures on Next Pages]

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

ASSIGNOR:

BORST LANDSCAPE & DESIGN, INC.

By:  _____
Mark Borst
President

ASSIGNEE:

MARIANI ENTERPRISES, LLC

By: 
Bryan Christiansen
Chief Executive Officer

Schedule 1

Trademark

Trademark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
BORST LANDSCAPE & DESIGN 	United States	76687245	February 29, 2008	3535801	November 25, 2008
BORST ORGANIC THE SCIENCE OF NATURE 	United States	76687246	February 29, 2008	3518764	October 21, 2008
COMMITTED TO BEING THE BEST ... NATURALLY	United States	76687247	February 29, 2008	3589509	March 17, 2019