

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intergrow Greenhouses, Inc.		05/12/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IGGH Newco LLC		
<b>Street Address:</b>	2428 Oak Orchard Road		
<b>City:</b>	Albion		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14411		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5537591	GREENHOUSE GROWN IN NY	
<b>Registration Number:</b>	5929780	INTERGROW GREENHOUSES, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7798		
<b>Email:</b>	ablekhman@vedderprice.com		
<b>Correspondent Name:</b>	Aida Blekhman		
<b>Address Line 1:</b>	Vedder Price P.C.		
<b>Address Line 2:</b>	222 North LaSalle Street, Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	57447.00.0002		
<b>NAME OF SUBMITTER:</b>	Aida Blekhman		
<b>SIGNATURE:</b>	/Aida Blekhman/		
<b>DATE SIGNED:</b>	05/12/2023		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Assignment**”), effective as of May 12, 2023 (“**Effective Date**”), is entered into by and between Intergrow Greenhouses, Inc., a New York corporation (the “**Assignor**”), and IGGH Newco LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement, dated as of March 31, 2023, by and among SunGrow Farms LLC, a Delaware limited liability company, InterGrow Holding Company, Inc., a New York corporation (“**Holdings**”), the stockholders of Holdings and certain other parties (as amended on May 12, 2023, the “**Purchase Agreement**”).

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Buyer desires to purchase, or cause to be purchased, from Seller, and Seller wishes to sell, or cause to be sold, to Buyer, substantially all the assets relating to the Business, and certain specified liabilities relating to the Business; and

WHEREAS, pursuant to that certain Contribution, Assignment and Assumption Agreement, dated as of May 12, 2023, by and among Assignor, Assignee and such other parties set forth therein (the “**Contribution Agreement**”), Assignor desires to contribute, convey, assign, transfer and deliver to Assignee all of Assignor’s right, title and interest in, to and under the Assigned IP (as defined below), and Assignee desires to acquire all such right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and the Contribution Agreement and subject to the terms and conditions therein, the Parties agree as follows:

1. Definitions. For purposes of this Assignment, the following terms have the following meanings:

“**Assigned IP**” means any and all Intellectual Property Rights included in the Purchased Assets, including the Intellectual Property Rights set forth on Schedule 1 attached hereto, together with all goodwill associated therewith and all rights to claim priority therefrom, all income, royalties, damages and payments due or payable with respect thereto as of the Closing or thereafter (including damages and payments for past, present or future infringements, misappropriations, dilutions, or other violations thereof), the right to sue and recover for past, present and future infringements, misappropriations, dilutions, or other violations thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Assignment. Assignor hereby irrevocably contributes, conveys, assigns, transfers and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Assigned

IP to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

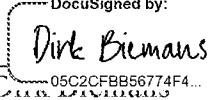
3. Domain Names and Social Media Accounts. Promptly after the Effective Date, Assignor shall transfer any and all domain names and social media accounts included in the Assigned IP from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other passwords or similar information necessary to unlock and control such domain names and social media accounts.
4. Further Assurances. Upon Assignee's reasonable request, Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, at the sole cost and expense of Assignee.
5. Recordation. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned IP.
6. Binding Effect; Amendment and Waiver: The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by both Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.
7. Governing Law and Jurisdiction. This Assignment, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.
8. Counterparts. This Assignment may be signed in any number of counterparts, and by each Party on separate counterparts. Each such counterpart shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. Until and unless each Party has received a counterpart hereof signed by the other Party hereto, this Assignment shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

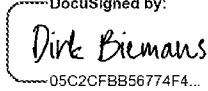
**AS ASSIGNOR:**

**Intergrow Greenhouses, Inc.**

By: /  /  
Name: Dirk Biemans  
Title: President

**AS ASSIGNEE:**

**IGGH Newco LLC**



By: /  /  
Name: Dirk Biemans  
Title: President

*[Signature Page to Intellectual Property Assignment Agreement]*

**SCHEDULE 1**

**ASSIGNED IP**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Owner</b>
	United States	3/12/2018	87/831,100	8/7/2018	5,537,591	Intergrow Greenhouses, Inc.
	United States	3/12/2018	87/830,128	12/10/2019	5,929,780	Intergrow Greenhouses, Inc.

## **Domain Names**

1. <https://intergrowgreenhouses.com/>

### **Social Media Accounts**

1. <https://www.facebook.com/Intergrowgreenhouses>
2. [https://www.linkedin.com/company/intergrow-greenhouses-inc./](https://www.linkedin.com/company/intergrow-greenhouses-inc/)
3. <https://www.instagram.com/intergrowgreenhouses/>