

4/30/04

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Form PTO-1595

RE

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Peter Wardenburg

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 08/04/2004

## 2. Name and address of receiving party(ies)

Name: HYDROFARM, INC.

Internal Address: \_\_\_\_\_

Street Address: 2299 Pine View Drive

City: Petaluma State: CA Zip: 94954-6588

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 29/200,023

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JOHNSON &amp; STAINBROOK, LLP

Internal Address: \_\_\_\_\_

Street Address: 3558 Round Barn Blvd.

Suite 203

City: Santa Rosa State: CA Zip: 95403

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature

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Craig M. Stainbrook, Reg. No. 45,126  
Name of Person Signing

Signature

08/25/2004

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

PATENT  
 REEL: 015736 FRAME: 0253

## INDIVIDUAL TO CORPORATE ASSIGNMENT

WHEREAS, Peter Wardenburg, a resident of Petaluma, California, has invented a design for a grow light ballast box container, and has executed a declaration or oath for an application for a United States Design Patent, disclosing and identifying the invention, said application identified as follows.

Title: *Ballast Box-Container*

U.S. Pat. Appl. Ser. No. 29/200,023

Filing Date: 02/24/2004 (February 24, 2004); and

WHEREAS, HYDROFARM, INC. (hereinafter termed "Assignee"), a corporation of the State of California, and having a principal place of business in Petaluma, California and a mailing address of 2299 Pine View Drive, Petaluma, California 94954-6588 wishes to acquire the entire right, title and interest in and to said applications and the invention and/or inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said inventions"), and in and to any all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from as Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said applications and said inventions; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in

Assignor: Peter Wardenburg

Assignee: Hydrofarm, Inc.

Attorney Docket No. 00093.P3

U.S. Pat. Appl. Ser. No. 29/200,023

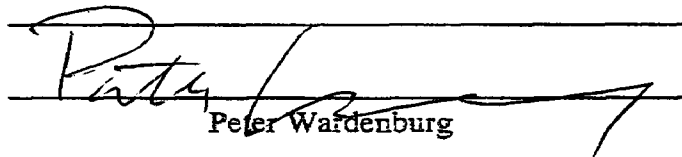
the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specification, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement action and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.
4. Said Inventor does hereby warrant and represent that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgment as given below and delivered this instrument to said Assignee:

Dated:

8/4/04

  
Peter Wardenburg

Assignor: Peter Wardenburg  
Assignee: Hydrofarm, Inc.  
Attorney Docket No. 00093.P3  
U.S. Pat. Appl. Ser. No. 29/200,023

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