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2 SHEET

U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner

103123855

of the attached original documents or copy thereof.

1. Name of conveying party(ies):
Robert L. Lovejoy, Jr.

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 24, 2005

2. Name and address of receiving party(ies)

Name: Horticultural Identification Products, Inc.

Internal Address: _____

Street Address: 5115 Prospect Street Ext.

City: Thomasville State: NC Zip: 27360

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 data of the application is: October 24, 2005

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jack B. Hicks, Esq.

Internal Address: Womble Carlyle Sandridge & Rice, PLLC

P.O. Box 7037

Street Address: _____

City: Atlanta State: GA Zip: 30357-0037

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

09-0528

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jack B. Hicks
Name of Person Signing

Jack B Hicks
Signature

10-31-05
Date

Total number of pages including cover sheet, attachments, and documents: 3

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

W1567380

PATENT
REEL: 017192 FRAME: 0626

ASSIGNMENT

ASSIGNMENT made by **ROBERT L. LOVEJOY, JR.** ("Assignor") of 2207 Granville Road, Greensboro, NC 27408 to **HORTICULTURAL IDENTIFICATION PRODUCTS, LLC** ("Assignee") a corporation organized under the laws of the State of North Carolina and located and doing business at 5115 Prospect Street Ext., Thomasville, NC 27360.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in fulfillment of my pre-existing obligation of assignment, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in a HANG TAG and the invention therein as set forth in the application for United States Letters Patent therefore, for which I am making or have made application for Letters Patent, and for which I have executed a declaration on the 24th day of October, 2005, and in and to said application and any divisions or continuations thereof, and any Letters Patent, obtained for said invention in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues, reexaminations or extensions of any such Letters Patent.

Further, the Commissioner for Patents is hereby authorized and requested to issue Letters Patent for said invention to Assignee, as owner of the entire right, title and interest therein.

Further, said Assignor hereby covenants that Assignor has full right to convey Assignor's entire right, title and interest in said invention, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Further, Assignor covenants that Assignor will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in said Assignee, to said invention or any Letters Patent that may be granted therefor, and that if Assignee, or its assignee, desires to make a substitute, divisional or continuation application to said invention, or to secure a reissue, reexamination or extension of said Letters Patent, to file a disclaimer relating thereto or an application for a corresponding patent in any foreign country, that Assignor will, upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes.

Further, Assignor hereby acknowledges that Assignor's entire beneficial interest in the invention to which the above application relates is irrevocably vested in the Assignee including the right to make applications for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claim, and of any divisional application resulting therefrom.

Further, Assignor covenants that Assignor will at all times communicate to Assignee, its successors, assigns or legal representatives, all facts relating to said invention and Letters Patent, or the history thereof, known to them, and testify as to the same in interferences or other litigation pertaining to the enforcement or validity of any and all patents relating to said invention when requested so to do.

Further, if this assignment is submitted for recordation at a time other than at the time of filing said patent application, Assignor hereby authorizes the above-mentioned assignee or the attorney of record to insert in this instrument the filing date and serial number of said application after the same shall have been identified by the United States Patent Office:

Serial No.: _____

Filing Date: _____

Signed and sealed this 24th day of October, 2005.

Robert L. Lovejoy, Jr.
ROBERT L. LOVEJOY, JR.

STATE OF North Carolina

COUNTY OF Danicon

On this 24th day of October, 2005, before me personally appeared ROBERT L. LOVEJOY, JR. to me known and known to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.



Deborah P. Vestal
Notary Public

My Commission Expires: 5-21-07