#### 503713378 02/29/2016

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
PETER WARDENBURG	02/17/2016

#### **RECEIVING PARTY DATA**

Name:	HYDROFARM, INC.
Street Address:	2249 SOUTH MCDOWELL EXTENSION
City:	PETALUMA
State/Country:	CALIFORNIA
Postal Code:	94954

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29555295

#### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Email: christine@stainbrookllp.com Correspondent Name: CRAIG M. STAINBROOK Address Line 1: 412 AVIATION BLVD

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Address Line 4: SANTA ROSA, CALIFORNIA 95403

ATTORNEY DOCKET NUMBER:	00093.P16D
NAME OF SUBMITTER:	CRAIG M. STAINBROOK
SIGNATURE:	/Craig M. Stainbrook/
DATE SIGNED:	02/29/2016

### **Total Attachments: 3**

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**PATENT REEL: 037849 FRAME: 0263** 503713378

# ASSIGNMENT-STATEMENT BY INVENTOR [INDIVIDUAL-TO-CORPORATE ASSIGNMENT OF PATENT RIGHTS]

WHEREAS, the undersigned inventor, **Peter Wardenburg**, a citizen of the United States and resident of Novato, California, whose mailing address is 2249 South McDowell Extension, Petaluma, California 94954; referred to herein as "INVENTOR", has invented certain new and useful improvements in a heat mat cord strain relief, and is the named inventor in an application for a United States Design Patent, disclosing and identifying the invention, said application identified as follows:

Title: HEAT MAT CORD STRAIN RELIEF

U.S. Design Patent Application Serial Number (tba)

Filing Date: tha; and

WHEREAS, the above application was made or authorized to be made by me (the person executing this assignment-declaration of inventor);

WHEREAS, I believe that I am the original inventor of the claimed invention in the application;

WHEREAS, Craig M. Stainbrook, an attorney registered to practice before the United States Patent and Trademark Office, has been retained by INVENTOR to prepare and file a U.S. design patent application for said invention, and INVENTOR does hereby authorize Craig M. Stainbrook to insert here in parentheses (Application number 29/555,295 , filed February 19, 2016 ) the filing date and application number of said application when known; and

WHEREAS, HYDROFARM, INC., (hereinafter termed "ASSIGNEE"), a corporation of the State of California, and having a principal place of business of 2249 South McDowell Extension, Petaluma, California 94954, wishes to acquire the entire right, title and interest in and to said application and the invention and/or inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered by 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 INVENTOR to have been received in full from ASSIGNEE:

1. Inventor hereby sells, assigns, transfers and conveys to 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

Inventor/Assignor: Peter Wardenburg

Assignee: Hydrofarm, Inc.

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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. Inventor hereby covenants and agrees to cooperate with ASSIGNEE to enable ASSIGNEE to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by 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 ASSIGNEE (a) for perfecting in 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 Inventor in providing such cooperation shall be paid for by ASSIGNEE.
- 3. The terms and covenants of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon INVENTOR, his heirs, legal representatives and assigns.
- 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, INVENTOR has executed this instrument on the date of acknowledgment as given below, and further acknowledges that any willful false statement made in this Assignment-Statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

INVENTOR (Assignor):

Dated: 2//2//6

Peter Wardenburg

ACCEPTANCE OF ASSIGNMENT FOLLOWS

Inventor/Assignor: Peter Wardenburg

Assignee: Hydrofarm, Inc.

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#### ACCEPTANCE OF ASSIGNMENT

The below ASSIGNEE hereby accepts this assignment of patent rights.

HYDROFARM, INC., ASSIGNEE

Peter Wardenburg, President

Inventor/Assignor: Peter Wordenburg Assignee: Hydrofarm, Inc. Application Serial No. 29/555, 295

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