

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4623244

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JACK VAN DE WATERING	09/18/2017
RECEIVING PARTY DATA		
Name:	COASTAL GREENHOUSES LLC	
Street Address:	209 TYLER COURT	
City:	RIVERHEAD	
State/Country:	NEW YORK	
Postal Code:	11901	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D555034
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	516-747-0300	
Email:	pdelrio@meltzerlippe.com	
Correspondent Name:	PATRICIA M. DEL RIO	
Address Line 1:	190 WILLIS AVENUE	
Address Line 2:	MELTZER LIPPE GOLDSTEIN & BREITSTONE LLP	
Address Line 4:	MINEOLA, NEW YORK 11501	
ATTORNEY DOCKET NUMBER:	JACK VAN DE WATERING	
NAME OF SUBMITTER:	PATRICIA M. DEL RIO	
SIGNATURE:	/Patricia M. Del Rio/	
DATE SIGNED:	10/03/2017	
Total Attachments: 5		
source=Patent Assignment - Jack#page1.tif		
source=Patent Assignment - Jack#page2.tif		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Jack Van de Wetering

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 18, 2017

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Coastal Greenhouses LLC

Internal Address: _____

Street Address: 209 Tyler Court

City: Riverhead

State: New York

Country: USA Zip: 11901

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

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

D555,034

Additional numbers attached? ☐ Yes ☐ No

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

Name: Patricia M. Del Rio

Internal Address: Meltzer Lippe Goldstein & Breitstone
LLP

Street Address: 190 Willis Avenue

City: Mineola

State: New York Zip: 11501

Phone Number: 516-747-0300

Docket Number: _____

Email Address: pdelrio@meltzerlippe.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

09/29/2017

Date

Patricia M. Del Rio
Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

THIS TRADEMARK AND PATENT ASSIGNMENT AGREEMENT ("Trademark and Patent Assignment") is made this 18 day of September, 2017 by and among IVY ACRES, INC., a New York corporation, IVY ACRES OF NEW JERSEY, INC., a New Jersey Corporation and IVY ACRES, LLC, a Delaware limited liability company (collectively, the "Assignor") and COASTAL GREENHOUSES LLC, a South Carolina limited liability company (the "Assignee"), JAMES VAN DE WETERING ("Jack") and ALICE VAN DE WETERING ("Alice", and together with Jack, the "Shareholders"). Each of Assignee, Assignor and the Shareholders are individually referred to from time to time herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor, Assignee and the Shareholders have entered into an Asset Purchase Agreement dated August 1, 2016 (the "Purchase Agreement"), pursuant to which Assignor and the Shareholders have agreed to transfer, assign, convey, sell and deliver to Assignee, and Assignee has agreed to acquire from Assignor and the Shareholders, among other assets, certain intellectual property of Assignor, including, without limitation, those trademarks and patents listed on the attached Schedule 1, and have agreed to execute and deliver this Trademark and Patent Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in connection with the Parties' obligations set forth in the Purchase Agreement, the Parties agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and the Shareholders hereby irrevocably transfer, assign, convey, sell and deliver to Assignee, and Assignee hereby accepts, all of Assignor's and the Shareholders' right, title and interest in and to the following (the "Assigned IP"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP:

(a) the trademark and patent registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor and the Shareholders accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor and the Shareholders authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark and Patent Assignment upon request by Assignee. Assignor and the Shareholders shall, at Assignee's request and sole cost and expense, take such steps and actions following the date hereof, including the execution of any documents, files, registrations,

or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. ***Terms of the Purchase Agreement.*** The parties hereto acknowledge and agree that the representations, warranties, covenants, exhibits, agreements, notice procedures and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. ***Counterparts.*** This Trademark and Patent Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one agreement. Execution and delivery of this Trademark and Patent Assignment by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party will be equally as effective as delivery of a manually executed counterpart of such Party.

5. ***Enforcement.*** The failure of either Party to enforce any terms or provisions of this Trademark and Patent Assignment will not waive any rights under such terms and provisions.

6. ***Successors and Assigns; Assignment; No Third-Party Beneficiaries.*** This Trademark and Patent Assignment will inure to the benefit of and be binding upon the successors and assigns of the Parties. Neither this Trademark and Patent Assignment nor any of the rights, interests or obligations hereunder will be assignable by (i) Assignor or the Shareholders without the prior written consent of Assignee, or (ii) Assignee without the prior written consent of Assignor and the Shareholders; provided, however, Assignee may (A) assign its rights under this Trademark and Patent Assignment to any affiliate of Assignee or to any future Assignee of Assignee or its assets or (B) collaterally assign any or all of its rights and interests hereunder to one or more lenders of Assignee or its affiliates. Nothing in this Trademark and Patent Assignment will confer upon any person not a party to this Trademark and Patent Assignment any rights or remedies of any nature or kind whatsoever under or by reason of this Trademark and Patent Assignment.

7. ***Governing Law.*** This Trademark and Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark and Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

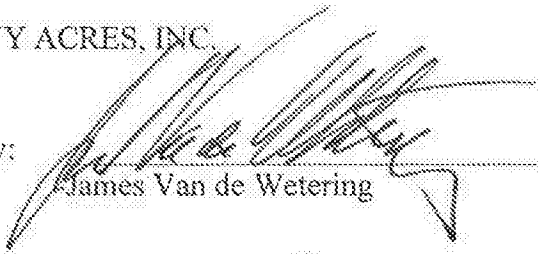
IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly authorized and executed as of the date first above written.

COASTAL GREENHOUSES LLC

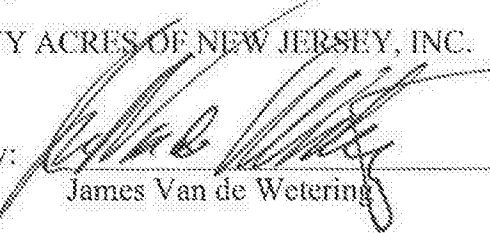
By: DP Coastal Holdings LLC
Sole Member

By: 
David Foltz
Member

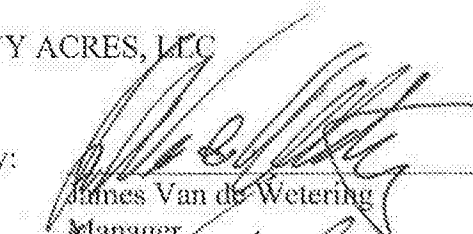
IVY ACRES, INC.


By: 
James Van de Wetering

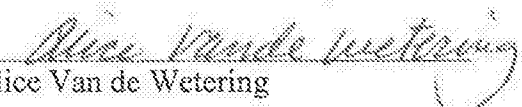
IVY ACRES OF NEW JERSEY, INC.

By: 
James Van de Wetering

IVY ACRES, LLC

By: 
James Van de Wetering
Manager


James Van de Wetering


Alice Van de Wetering

Schedule 1

ASSIGNED TRADEMARKS AND PATENTS

1. Plant a Pot

- a. Trademark
- b. Registration# 2,935,478
- c. Application Date 3/22/2005

2. Straw Pot

- a. Trademark
- b. Registration # 3,459,848
- c. Application Date 7/1/2008

3. Hampton Gardens

- a. Trademark
- b. Registration # 2,550,525
- c. Application Date 3/19/2002

4. Planters

- a. Owned by Jack
- b. Patent # D555,034
- c. Issue Date 11/13/2007

5. Biodegradable planters

- a. Owned by Ivy Acres, Inc
- b. Patent #7,681,359
- c. Issue Date 3/23/2010

6. Biodegradable planters

- a. Owned by Ivy Acres, Inc.
- b. Patent #7,685,770
- c. Issue Date 3/30/2010