## 504897734 05/03/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4944477

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

### **CONVEYING PARTY DATA**

Name	Execution Date	
PLANT STAND, INC.	04/20/2018	

#### **RECEIVING PARTY DATA**

Name:	BOSMERE, INC.	
Street Address:	323 CORBAN AVENUE S.W.	
Internal Address:	P.O. BOX 363	
City:	CONCORD	
State/Country:	NORTH CAROLINA	
Postal Code:	28026	

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	6029396
Patent Number:	D625119
Patent Number:	D562585
Patent Number:	D625118
Patent Number:	D743299
Patent Number:	D743838
Patent Number:	D632607

#### **CORRESPONDENCE DATA**

**Fax Number:** (425)374-0921

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.

**Phone:** 425-786-9734

Email: docketing@hansantos.com

Correspondent Name: HAN SANTOS PLLC Address Line 1: 500 UNION STREET

Address Line 4: SEATTLE, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: PL.C0002

NAME OF SUBMITTER: SHERIE L. DODSON

PATENT 504897734 REEL: 045704 FRAME: 0899

SIGNATURE:	/Sherie L. Dodson/	
DATE SIGNED:	05/03/2018	
Total Attachments: 6		
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#### PATENT ASSIGNMENT

This Patent Assignment (this "<u>Assignment</u>") is made and entered into this 20<sup>th</sup> day of April, 2018, by and between Plant Stand, Inc., a Washington corporation (the "<u>Assignor</u>"), and Bosmere, Inc., a North Carolina corporation (the "<u>Assignee</u>").

WHEREAS, the Assignor, Robert Gillingham, an individual resident of the State of Washington and the owner of all of the issued and outstanding shares of capital stock of the Assignor, and the Assignee have entered into that certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement"), pursuant to which the Assignor is selling substantially all of its assets to Assignee;

WHEREAS, the Assignor is the owner of the full, exclusive and entire, right, title and interest in and to the patents and patent applications identified in Schedule 3.16(a) of the Purchase Agreement and listed in Schedule A attached hereto and incorporated herein by this reference (collectively, the "Patents");

WHEREAS, the Assignee desires to acquire the Assignor's full, exclusive and entire, right, title and interest in and to said Patents; and

WHEREAS, the Assignor and the Assignee desire to enter into this Assignment to effect the transfer of all of the Assignor's right, title, and interest in and to said Patents to the Assignee.

NOW, THEREFORE, for good and valuable consideration, including that stated in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Assignment.

- (a) The Assignor hereby irrevocably sells, transfers and assigns unto the Assignee, the Assignor's full, exclusive and entire right, title, and interest in and to (i) the Patents, (ii) all inventions and improvements disclosed or described in the Patents, (iii) all United States patent applications for said inventions or improvements based on or related to, or claiming the benefit of or priority to the Patents, in whole or in part, including, but not limited to, all non-provisional, continuation, continuation-in-part, divisional, reissue, reexamination, or extension patent applications, (iv) all Letters Patents that may be issued on any of the foregoing patent applications, and (v) the right to sue for and collect damages and obtain other relief or remedies for all past, present, or future infringement; the same for the Assignee's successors, assigns, and legal representatives, as fully and entirely as the same would have been held by the Assignor had this sale, transfer and assignment not been made.
- (b) The Assignor hereby irrevocably sells, transfers and assigns unto the Assignee, the Assignor's full, exclusive and entire right, title and interest in and to (i) all international and foreign applications based on or claiming the benefit of or priority to any of the Patents, in whole or in part, in countries other than the United States, (ii) all Letters Patent(s), foreign equivalent(s), and similar protective rights granted on said foreign applications, and (iii) the right to claim all applicable priority rights arising from or required for said international and foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said international and foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law; the same for the Assignee's successors, assigns, and legal representatives, as fully and entirely as the same would have been held by the Assignor had this sale, transfer and assignment not been made.
- 2. <u>Further Documentation and Actions</u>. The Assignor hereby binds itself, its successors, assigns, administrators and legal representatives, to (i) properly and promptly execute and deliver to the

Assignee without further consideration, any and all applications, petitions, oaths, declarations and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made, and (ii) promptly perform any and all further reasonable and necessary acts to vest in the Assignee all right, title, and interest in and to the Patents and said inventions and improvements disclosed or described in the Patents, and to enable such right, title, and interest in and to the Patents and said inventions and improvements to be recorded in the United States Patent and Trademark Office and in any other appropriate foreign or domestic governmental or non-governmental agency or organization.

- 3. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- **4.** <u>Construction</u>. This Assignment shall be governed and construed in accordance with the laws of the State of North Carolina.

[Signatures on Following Page]

11767593v4 **-2-**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first set forth hereinabove.

Assignor:	Assignee:
PLANT STAND, INC.	BOSMERE, INC.
Signature:	Signature:
Printed Name: Robert Gillingham	Printed Name: Patrick Rykens
Title: President	Title: President

Assignor:	Assignes:
PLANT STAND, INC.	BOSMERE, INC.
Signature:	Signature: Patril Rikers.
Printed Name: Robert Gillingham	Printed Name: Patrick Rykens
Title: President	Title: President

Title: President

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first set forth hereinabove.

**REEL: 045704 FRAME: 0904** 

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first set forth hereinabove.

Assignor:	Assignee:		
PLANT STAND, INC.	BOSMERE, INC.		
, C			
Signature: //5//	Signature:		
Printed Name: Robert Gillingham	Printed Name: Patrick Rykens		
Title: President	Title: President		

# Schedule 3.16(a) Company Intellectual Property

## **PATENTS**

Title		Pat #	Grant	Renewed	Next
			Date	Date	Action
Plant Stand 12"	US	6,029,396	2/29/2000	EXPIRED	
and 16		no other family member			
Plant Caddies	US	D625,119	10/12/10	No further	
14"		no other family member		action	
				needed	
Plant Caddies	US	D562,585	2/26/08	No further	
16"		no other family member		action	
				needed	
Plant Caddies	US	D625,118	10/12/10	No further	
20"		no other family member		action	
				needed	
Plant Saucer	US	D743,299	11/17/15	No further	
15" and 17"		no other family member		action	
				needed	
Plant Saucer	US	D743,838	11/24/15	No further	
21"		no other family member		action	
				needed	
Plant Turners	US	D632,607	2/15/11	No further	
12" & 16"		no other family member		action	
				needed	
ADJUSTABLE	US	8,381,435	2/26/13	1 <sup>st</sup>	2 <sup>nd</sup>
PLANT POT		1 US2009173000 (A1) – USPN 8381435		Annuity	Annuity
SUPPORTS		2 AU2005263234 (A1) - LAPSED		Paid	•
		3 CA2475860 (A1) – On list below		August	
		4 EP1786259 (A1) - Withdrawn		2016	
		5 WO2006007731 (A1)- Entered			
		National Phase			
ADJUSTABLE	US	7,520,483	4/21/09	2 <sup>nd</sup>	3 <sup>rd</sup>
LEVELING				Annuity	Annuity
PEDESTAL		1 WO2004068021 (A2) – Entered		Paid	
FOR A FREE-		National Phase		September	
STANDING		2 CA2415311 (A1) – on list below		2016	
OBJECT		3 US2006255227 (A1) (7,520,483)			
ADJUSTABLE	CA	2,475,860	12/8/9	Annuity	Next
PLANT POT		Related to US Patent 8,381,435 (above)		Paid June	Annuity
SUPPORTS				2017	
ADJUSTABLE	CA	2,415,311	6/1/04	Annuity	Next
LEVELING		Related to US Patent 7,520,483 (above)		Paid	Annuity
PEDESTAL				November	
FOR A FREE-				2017	
STANDING					
OBJECT					

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**RECORDED: 05/03/2018**