

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RICHARD CARROLL	07/11/2019
RECEIVING PARTY DATA		
Name:	HYPERPONIC, LLC	
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State/Country:	FLORIDA	
Postal Code:	33710	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	62583706	
Application Number:	29659525	
Application Number:	16183297	
PCT Number:	US1859626	
CORRESPONDENCE DATA		
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SIGNATURE:	/Jeffrey B. Fabian Reg. No. 70,164/	
DATE SIGNED:	07/11/2019	
Total Attachments: 2		
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ASSIGNMENT

WHEREAS, the undersigned, **Richard Carroll**, an individual with a mailing address of 4950 38th Avenue North, St. Petersburg, FL 33710 (the “**Assignor**”), has invented certain new and useful improvements in the below application as fully set forth and described below:

U.S. Application Serial No.:	16/183,297
Filed:	November 7, 2018
Title:	Vertical Growing System
PCT Patent Application No.:	PCT/US2018/59626
Filed:	November 7, 2018
Title:	Vertical Growing System
Canadian Patent App. No.:	3,023,133
Filed:	November 5, 2018
Title:	Vertical Growing System
U.S. Design Application Serial No.:	29/659,525
Filed:	August 9, 2018
Title:	Vertical Horticultural Grow System
U.S. Provisional Serial No.:	62/583,706
Filed:	November 9, 2017
Title:	Vertical Horticultural Complete Growth System

(the “**Invention**”)

WHEREAS, **Hyperponic, LLC**, a **Florida Limited Liability** company, with its principal place of business at 8055 Country Club Road North, St. Petersburg, FL 33710, United States (the “**Assignee**”), is desirous of acquiring the entire right, title and interest in and to said Invention, the application identified above, and in, to and under Letters or Design Patent(s) that may be obtained for the invention in the United States and its territorial possessions, and in any and all jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby freely acknowledged and intending to be legally bound, the said Assignor, has sold, assigned, transferred and set over, to Assignee, free and clear of all liens, security interests, liabilities and encumbrances, the full and exclusive right, title and interest in and to said Invention and in and to the Invention and application hereinabove identified, and any Letters or Design Patent that may issue therefor in the United States and its territorial possessions, and in any and all jurisdictions and in all other countries, including any applications that that claim priority thereof, including any and all divisions, reissues, continuations, conversions, renewals or revivals thereof, the same may be granted, together with all claims for damages and profits by reason of any past infringement of said Letters or Design Patent as fully and entirely as the same would have been held and enjoyed by Assignor had the Assignment and sale not been made.

The Assignor hereby covenants that the Assignor have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith, and further promise and agree, upon request, to execute all papers and assignments necessary, expedient and permissible for the procurement of and to convey the entire right, title and interest in and to any Letters or Design Patent in the United States and its territorial possessions, and in any and all jurisdictions, including any and all utility,

divisions, reissues, continuations, conversions, renewals, or revivals thereof to said Assignee, its successors, assigns, nominees, or legal representatives; and Assignor further promises and agrees to perform the same, including all rightful acts, and to execute all papers necessary, expedient and permissible in connection with any interference proceeding or legal action that may be declared concerning this Invention or any Letters or Design Patent that may issue therefore in the United States and its territorial possessions, and in any and all jurisdictions and countries, including any and all utility, divisions, reissues, continuations, conversions, renewals or revivals thereof, for the purpose of proving the facts relating to the conception, development and completion of said Invention and to cooperate with the Assignee, its successors, assigns, nominees, or legal representatives in every way possible in obtaining and producing evidence and proceeding with such interference proceeding or legal action.

This Assignment shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the Assignor and Assignee.

The undersigned hereby grants the firm of Shumaker, Loop & Kendrick, LLP, the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

7/11/2019
Date

Richard C. Carroll
Signature

Richard C. Carroll
Richard Carroll