

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6473437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GROWTONIX LLC	12/29/2020
RECEIVING PARTY DATA	
Name:	YUKA GROW SYSTEMS LLC
Street Address:	1501 CHATSWORTH LN
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27614
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	62180278
Application Number:	62288863
Patent Number:	10552951
Application Number:	16777194
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:	617-912-0969
Email:	IPGroupMailbox@saul.com
Correspondent Name:	BRIAN R. LANDRY, SAUL EWING ARNSTEIN & LEHR LLP
Address Line 1:	CENTRE SQUARE WEST
Address Line 2:	1500 MARKET STREET, 38TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19102-2186
ATTORNEY DOCKET NUMBER:	368002-00001
NAME OF SUBMITTER:	BRIAN R. LANDRY
SIGNATURE:	/Brian R. Landry/
DATE SIGNED:	12/30/2020
Total Attachments: 5	
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PATENT

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of December 29, 2020 (the “**Effective Date**”), is made by and between Growtonix LLC, a Delaware limited liability company (the “**Assignor**”), and Yuka Grow Systems LLC, a Delaware limited liability company (the “**Assignee**”).

RECITAL

WHEREAS, Assignor owns the intellectual property listed in Exhibit A (the “**Assigned IP Properties**”);

WHEREAS, Assignor has agreed to convey, transfer, and assign to Assignee the Assigned IP Properties, and has agreed to execute and deliver this Assignment for recording with appropriate governmental authorities, including, but not limited to, the United States Patent and Trademark Office; and

WHEREAS, Assignor hereby conveys, transfers, and assigns to Assignee all of Assignors’ right, title, and interest in the Assigned IP Properties, and Assignee hereby accepts from Assignor all of Assignor’s right, title, and interest in the Assigned IP Properties.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, intending to be legally bound hereby agree as follows:

1. In full consideration for the assignment of the Assigned IP Properties hereunder, Assignee shall pay Assignor \$1.00 on the date hereof.

2. Assignor does hereby irrevocably sell, assign, transfer and convey unto Assignee, all of Assignor’s right, title and interest together with the benefits and privileges in and to said Assigned IP Properties, and, including, without limitation:

- a. all applications for patents on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said Assigned IP Properties, and any and all applications, reissues, reexaminations and extensions of patents or similar forms of protection granted for said inventions and discoveries or upon said Assigned IP Properties, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said Assigned IP Properties and said patents.
- b. all technology created, developed or acquired whether or not patented or patentable and whether or not fixed in any medium whatsoever, including without limitation, all inventions, know how, techniques, processes, procedures, methods, trade secrets, research and technical data, records,

formulae, designs, sketches, patterns, specifications, schematics, blue prints, flow charts or sheets, equipment and parts lists and descriptions, samples, reports, studies, findings, algorithms, instructions, guides, manuals, and plans for new or revised products and/or services, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement of such intellectual property and proprietary rights;

- c. all copyrights, whether registered or unregistered, including without limitation, all copyrights in and to the computer software programs listed in Exhibit A, and all rights, claims and privileges pertaining thereto, including, without limitation, all moral rights, and the right to prosecute and maintain copyright applications and registrations for such copyrights; and
- d. all trademarks, trade-names, service marks, brand names, logos or the like, whether used in association with wares or services, and whether registered or unregistered, including without limitation, those trademarks listed in Exhibit A and all applications, registrations, renewals, modifications and extensions of such trademarks (the “**Marks**”), together with the goodwill of the business associated with and symbolized by the Marks and all rights, claims and privileges pertaining to such Marks.

3. Assignor shall cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed. Such reasonable cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee and agreed to by Assignor which agreement shall not be unreasonably withheld, (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Assigned IP Properties; (c) for filing and prosecuting applications for perfection or reissuance of any of the Assigned IP Properties; (d) for interference or other priority proceedings involving the Assigned IP Properties; and (e) for legal proceedings involving the Assigned IP Properties for infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. Assignor represents and warrants to Assignee that: (a) Assignor has full power and authority to enter into this Assignment and to grant the rights granted herein; (b) Assignor is the original author of the Assigned IP Properties, and neither such assignment by Assignor nor use of the Assigned IP Properties by Assignee will result in infringement of any intellectual property rights of any third party; and (c) Assignor has not licensed or transferred the Assigned IP Properties or any derivative or similar Assigned IP Properties, or any intellectual property rights therein, to any third party. Assignor further acknowledges that all development or other costs owed to Assignor for the Assigned IP Properties have been paid in full.

5. Assignor shall defend, indemnify and hold Assignee and its agents, directors, shareholders, members employees and customers harmless from all claims, demands, suits, costs,

expenses including attorneys' fees and other legal expenses, damages, losses, liabilities and judgments arising from an infringement or alleged infringement of any proprietary rights affecting the Assigned IP Properties. Assignee shall give Assignor prompt notice of such infringement or alleged infringement, and upon the giving of such notice, Assignor may, if it so elects, and shall, if requested by Assignee, enter and defend, settle or otherwise terminate such claim, demand or suit. Assignee's failure to notify Assignor does not affect any indemnity hereunder unless Assignor is actually prejudiced by such failure.

6. This Assignment includes any claims and the rights to assert any claims for past infringement of the Assigned IP Properties.

7. This Assignment will inure to the benefit of, and be binding upon, Assignor, Assignee, and their respective successors and permitted assigns. This Assignment will be governed by the laws of the State of Delaware, without reference to its conflicts of law principles. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, or discussions between them with respect thereto.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument to as of the Effective Date.

ASSIGNOR

Growtonix LLC

A handwritten signature in black ink, appearing to be 'MB' with a stylized flourish at the end.

By: Mark Barrasso
Its: President

ASSIGNEE

Yuka Grow Systems LLC

A handwritten signature in black ink, appearing to be 'MB' with a stylized flourish at the end.

By: Mark Barrasso
Its: President

EXHIBIT A

Assigned IP Properties

All patent applications including:

Title	Country	Application No.	Date Filed	Patent No.	Grant Date
GROWBOX	U.S.	62/180,278	6/16/2015		
AUTONOMOUS PLANT GROWING SYSTEMS	U.S.	62/288,863	1/29/2016		
AUTONOMOUS PLANT GROWING SYSTEMS	U.S.	15/183,053	6/15/2016	10,552,951	2/4/2020
AUTONOMOUS PLANT GROWING SYSTEMS	U.S.	16/777,194	1/30/2020		

All other IP, registered and unregistered.