

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6714916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW BRASH OF NEWPOINT ADVISORS CORPORATION	03/19/2021
RECEIVING PARTY DATA	
Name:	R K SAGE, LLC
Street Address:	905 VOLTZ ROAD
Internal Address:	R K SAGE, LLC
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9837003
Patent Number:	D765904
Patent Number:	D795489
Patent Number:	D828616
Patent Number:	D858859
Patent Number:	D880050
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	0017393.0001
NAME OF SUBMITTER:	JAMES HANRATH
SIGNATURE:	/James Hanrath/
DATE SIGNED:	05/18/2021

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Total Attachments: 7

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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made as of March 19, 2021 (the "Effective Date") by Matthew Brash, not individually, but solely as assignee for the benefit of creditors of Sage Vertical Garden Systems, LLC, a Delaware limited liability company, doing business as "Sagegreenlife" (hereinafter referred to as "Assignor") to RK Sage, LLC, an Illinois limited liability company (hereinafter referred to as "Assignee").

RECITALS

- A. Assignor is the owner of all rights, titles and interests in the patents and all inventions covered by the claims of the patents identified in the attached Exhibit "A" (collectively, the "Patent").
- B. Assignor now desires to transfer to Assignee all rights, titles and interests in the Patent and all rights to make, use and sell all inventions, processes, uses, designs and technology covered under all claims of such Patent and all other rights, titles and interests in the Patent of any type or nature.

CLAUSES

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Patent to Assignee.
2. Grant of Exclusive Rights to Patent. Assignor grants, conveys, transfers, alienates and assigns exclusively to Assignee all of Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to all of the following: (i) the Patent identified in the attached Exhibit "A", and the right to file and register the same in Assignee's name or in any other name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on past, present or future infringements of the Patent, as well as all other claims and rights to damages associated with the Patent, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iv) all applications for, corresponding to and claiming the benefit of, and continuations, divisions, reissues and foreign counterparts of, the Patent; (v) all products, uses, processes, designs and methods which are covered in whole or in part by the claims of the Patent and all rights to make, have made, use, market and sell all products, designs, processes, methods and/or inventions covered under any claims of such Patent; and (vi) all goodwill associated with the Patent.
3. Further Instruments. Assignor will execute, acknowledge and deliver to Assignee, on demand, such further instruments and documents which relate to the Patent or transfers thereof set forth in this Assignment as Assignee may request from time to time to facilitate

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registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Patent and all claims or rights thereunder.

4. No Retained Rights. Assignor's assignment of the Patent to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Patent, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Patent, any component thereof or any trade secrets or know-how which concern the Patent. Assignor acknowledges and agrees that the Patent constitutes the sole and exclusive property of Assignee.

5. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Patent; and (iii) to perform all of its obligations under this Assignment. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignors hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Assignment supersedes any prior understandings, written agreements or oral arrangements between the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

7. Complete Understanding. This Assignment constitutes the complete understanding between the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument signed by both parties.

8. Applicable Law. The laws of the State of Illinois shall govern all aspects of this Assignment, without regard to any principles of conflicts of laws and irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge that the state and federal courts located in Chicago, Illinois, shall have exclusive jurisdiction over this Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens.

9. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable

provisions.

10. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

11. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by persons duly authorized as of the date first written above.

ASSIGNOR:

ASSIGNEE:

DocuSigned by:
Matthew Brash

DocuSigned by:
Jackie Kincaid

Matthew Brash, not personally, but as assignee for the benefit of the creditors of Sage Vertical Garden Systems, LLC of Newpoint Advisors Corporation

Jackie Kincaid, as Executor of the Estate of Richard D. Kincaid, the sole Member of RK Sage, LLC

EXHIBIT ASage Patent Schedule

Case Number	Application Title	Country	Application/Patent Number
0008514.0017	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	US	9,837,003
0008514.0019	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	AU	2010282855
0008514.0020	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	CA	2771217
0008514.0021	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	EP	2465107
0008514.0022	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	KR	110-1807178
0008514.0023	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	MX	324886
0008514.0024	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	AE	152/2012
0008514.0030	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	JP	2012-524745
0008514.0031	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	AT	10745487.8 (AT)
0008514.0032	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	BE (Belgium)	10745487.8 (BE)
0008514.0033	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	CH	10745487.8 (CH)

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0008514.0034	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	DE	10745487.8 (DE)
0008514.0035	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	DK	10745487.8 (DK)
0008514.0036	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	ES	10745487.8 (ES)
0008514.0037	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	FI	10745487.8 (FI)
0008514.0038	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	FR	10745487.8 (FR)
0008514.0039	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	GB	10745487.8 (GB)
0008514.0041	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	IE	10745487.8 (IE)
0008514.0042	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	IT	10745487.8 (IT)
0008514.0043	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	NL	10745487.8 (NL)
0008514.0044	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	NO	10745487.8 (NO)
0008514.0046	FREE-STANDING VERTICAL STRUCTURES FOR DISPLAYING BOTANIC MEDIA	SE	10745487.8 (SE)

Sage Design Patent Schedule:

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Case Number	Application Title	Country	Application/Patent Number	Application Filing Date	Issue Date	Expiration Date
0008514.00 48	PLANT LAMP	US	29/538,621 / D765,904	Sept. 4, 2015	September 6, 2016	September 6, 2031
0008514.00 49	ORNAMENTAL DESIGN FOR A PLANT LAMP	US	29/568,246 / D795,489	June 16, 2016	August 22, 2017	August 22, 2032
0008514.00 57	ORNAMENTAL DESIGN FOR A PLANT LAMP (Divisional)	US	29/610,120 / D828616	July 10, 2017	September 11, 2018	September 11, 2033
0008514.00 58	ORNAMENTAL DESIGN FOR A PLANT LAMP HEAD, STEM AND STEM TIP	US	29/659,671 / D858,859	August 10, 2018	September 3, 2019	September 3, 2034
0008514.00 59	PLANT LAMP STEM TIP	US	29/694793 / D880050 S	June 13, 2019	March 31, 2020	March 31, 2035

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