

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7317656

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LUXX LIGHTING, INC.	12/30/2021
RECEIVING PARTY DATA		
Name:	HGCI, INC.	
Street Address:	3993 HOWARD HUGHES PARKWAY SUITE 250	
City:	LAS VEGAS	
State/Country:	NEVADA	
Postal Code:	89169	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	29680033	
Application Number:	29732193	
Application Number:	29781718	
Application Number:	29797877	
Application Number:	29644007	
Application Number:	17245560	
Application Number:	29748896	
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:	3036293400	
Email:	Docketing-DV@Dorsey.com	
Correspondent Name:	DORSEY & WHITNEY LLP	
Address Line 1:	1400 WEWATTA STREET	
Address Line 2:	SUITE #400	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	516598	
NAME OF SUBMITTER:	LOUIS L. MORALES	
SIGNATURE:	/Louis L. Morales/	
DATE SIGNED:	05/06/2022	

PATENT

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of December 30, 2021, is entered into by and between HGCI, Inc., a Nevada corporation (“**Assignee**”), and Luxx Lighting, Inc., a California corporation (“**Assignor**”). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee’s affiliate, Hawthorne Hydroponics LLC (“**Hawthorne**”), and Assignor have entered into a certain Asset Purchase Agreement, dated as of December 29, 2021 (the “**Purchase Agreement**”), under which Assignor has conveyed, transferred, and assigned, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Business Intellectual Property including, but not limited to, the following (the “**Assigned IP**”):

(a) the Company’s registered Business Intellectual Property, including: (i) patents and patent applications on Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”); (ii) the registered and un-registered trademarks on Schedule 1, and including all issuances, extensions, and renewals of each registered trademark (the “**Trademarks**”), with the goodwill of the business connected with using, and symbolized by, the Trademarks; (iii) the copyrights and exclusive copyright licenses on Schedule 1, including copyrightable source code or software, and all issuances, extensions, and renewals thereof (the “**Copyrights**”); and (iv) the domain names on Schedule 1;

(b) all non-registered Business Intellectual Property;

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

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable regarding all of the foregoing; and

(e) any and all claims and causes of action, regarding any of the foregoing, whether accruing before, on, 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 authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any jurisdictions to record and register this IP Assignment upon request by Assignee or any of its affiliates. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree this IP Assignment is entered under the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties and their affiliates regarding the Assigned IP. The representations, warranties, covenants, agreements, and indemnities in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. If any conflict occurs or inconsistency between the Purchase Agreement and the terms hereof, the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

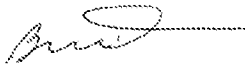
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated will be governed by, and construed under, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:


LUXX LIGHTING, INC.

By: 
Name: Brandon L. Burkhart
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNEE:

HGCI, Inc.

By: 

Name: Mindy Walser

Title: Treasurer, Secretary and Director

SCHEDULE 1

A. ASSIGNED PATENTS AND PATENT APPLICATIONS

COUN TRY	TITLE	APP NO	APP DATE	PATENT NUMBER	GRANT DATE	MATTER TYPE	EXPIRY DATE	STAT US
AU	LIGHT for CULTIVATION	202014719	Aug 31, 2020	202014719	Nov 10, 2020	Design Registration	Aug 31, 2030	Issued
CA	Cultivation Light	197874	Aug 28, 2020			Design Registration	Aug 28, 2035	Pendin g
CN	BALLAST	2018307584169	Dec 26, 2018	201830758416.9	May 24, 2019	Design Registration	Dec 26, 2028	Issued
CN	Cultivation Light	2020301962895	May 6, 2020	ZL202030196289.5	Oct 23, 2020	Design Registration	May 6, 2030	Issued
CN	Lighting Fixture	2018307578524	Dec 26, 2018	201830757852.4	Aug 13, 2019	Design Registration	Dec 26, 2028	Issued
EM	Cultivation Light	0081599820001	Sep 10, 2020	008159982-0001	Sep 10, 2020	Design Registration	Sep 10, 2045	Issued
EM	CULTIVATION LIGHT (600w LED Bar)	0082488500001	Nov 4, 2020	008248850-0001	Nov 4, 2020	Design Registration	Nov 4, 2045	Issued
EM	CULTIVATION LIGHT (600w LED Bar)	0082488500002	Nov 4, 2020	008248850-0002	Nov 4, 2020	Design Registration	Nov 4, 2045	Issued
GB	Cultivation Light	0081599820001	Sep 10, 2020	9008159982-0001	Sep 10, 2020	Design Registration		Issued
GB	CULTIVATION LIGHT (600w LED Bar)	0082488500001	Nov 4, 2020	9008248850-0001	Nov 4, 2020	Design Registration		Issued
GB	CULTIVATION LIGHT (600w LED Bar)	0082488500002	Nov 4, 2020	9008248850-0002	Nov 4, 2020	Design Registration		Issued
MX	Cultivation Light	MXf202000212 0	Aug 31, 2020			Design Registration		Pendin g
US	CULTIVATION LAMP	29680033	Feb 12, 2019			Design		Pendin g
US	Cultivation Light	29732193	Apr 22, 2020			Design		Pendin g
US	DES Light fixture (Luxx 200 Bar)	29781718	Apr 30, 2021			Design		Pendin g
US	DES Light with Power Cord (Clone LED)	29797877	Jul 2, 2021			Design		Pendin g
US	Mirror Lighting Cover	29644007	Apr 12, 2018			Utility	Apr 12, 2038	Pendin g
US	Mounting bracket system for light fixtures (Luxx 200)	17245560	Apr 30, 2021			Utility	Apr 30, 2041	Pendin g
US		29748896	Sep 1, 2020					

B. ASSIGNED TRADEMARKS

COUNTRY	TITLE	APP NO	APP DATE	REG NO	REG DATE	OWNER
US	LUXX LIGHTING CO. & Design	87350812	Feb 27, 2017	5476591	May 22, 2018	Assignor
CA	LUXX LIGHTING	1971705	Jun 18, 2019	TMA1106481	August 11, 2021	Assignor
CA	LUXX LIGHTING CO. & Design	1971706	Jun 18, 2019	TMA1106482	August 11, 2021	Assignor
EM	LUXX LIGHTING	018080070	Jun 11, 2019	018080070	Nov 5, 2019	Assignor
GB	LUXX LIGHTING	018080070	Jun 11, 2019	UK00918080070	Nov 5, 2019	Assignor
EM	LUXX LIGHTING CO. & Design	018080071	Jun 11, 2019	018080071	Nov 5, 2019	Assignor
GB	LUXX LIGHTING CO. & Design	018080071	Jun 11, 2019	UK00918080071	Nov 5, 2019	Assignor
CN	LUXX LIGHTING	39847175	Jul 23, 2019	39847175	May 7, 2020	Assignor
CN	LUXX LIGHTING	39854318	Jul 23, 2019	39854318	May 7, 2020	Assignor
AU	LUXX LIGHTING	2106186	Jul 24, 2020			Assignor
AU	LUXX LIGHTING CO. & Design	2106187	Jul 24, 2020			Assignor
ZA	LUXX LIGHTING	201916851	Jun 18, 2019	2019/16851	Jun 18, 2019	Assignor
ZA	LUXX LIGHTING CO. & Design	201916850	Jun 18, 2019	2019/16850	Oct. 28, 2020	Assignor
US	LUXX LIGHTING	90293299	Nov 2, 2020	6,460,193	Aug. 24, 2021	Assignor
USCA	LUXX LIGHTING	02008172	Dec 22, 2020	02008172	Dec 22, 2020	Assignor
USCA	LUXX LIGHTING CO. & DESIGN	02008171	Dec 22, 2020	02008171	Dec 22, 2020	Assignor
USCO	LUXX LIGHTING	20208133108	Dec 30, 2020	20208133108	Dec 30, 2020	Assignor

COUNTRY	TITLE	APP NO	APP DATE	REG NO	REG DATE	OWNER
USOR	LUXX LIGHTING	51414	Feb 26, 2021	51414	Feb 26, 2021	Assignor
USWA	LUXX LIGHTING	1080864	Mar 2, 2021	1080864	Mar 2, 2021	Assignor
USCO	LUXX LIGHTING CO. & DESIGN	20208132958	Dec 30, 2020	20208132958	Dec 30, 2020	Assignor
USOR	LUXX LIGHTING CO. & DESIGN	51415	Feb 26, 2021	51415	Feb 26, 2021	Assignor
USWA	LUXX LIGHTING CO. & DESIGN	1080863	Mar 2, 2021	1080863	Mar 2, 2021	Assignor
USCO	LUXX LIGHTING	20208136463	Dec 31, 2020	20208136463	Dec 31, 2020	Assignor
USCO	LUXX LIGHTING	20208133133	Dec 30, 2020	20208133133	Dec 30, 2020	Assignor
USCO	LUXX LIGHTING CO. & Design	20208136513	Dec 31, 2020	20208136513	Dec 31, 2020	Assignor
USCO	LUXX LIGHTING CO. & Design	20208133082	Dec 30, 2020	20208133082	Dec 30, 2020	Assignor
US	YOUR INDUSTRY OUR INDUSTRY	90585339	Mar 17, 2021			Assignor
US	BY GROWERS FOR GROWERS	90540838	Feb 23, 2021			Assignor
MY	LUXX LIGHTING	TM2021011475	Apr 21, 2021			Assignor
MY	LUXX LIGHTING CO. & Design (in Color)	TM2021011481	Apr 21, 2021			Assignor

C. ASSIGNED COPYRIGHTS

All copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing.

D. DOMAIN NAMES

Domain Name	Expiration	Registrant	Registrar	Website Status
luxxlighting.com	Automatic renewal on April 19, 2023.	Luxx Lighting, Inc.	GoDaddy	Active