

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7563713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
LIVING GREENS FARM, INC.	10/08/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	LIVING GREENS FARM, INC.
<b>Street Address:</b>	1512 30TH STREET NW
<b>City:</b>	FARIBAULT
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55021

**PROPERTY NUMBERS Total: 32**

Property Type	Number
Patent Number:	9474217
Patent Number:	9510524
Patent Number:	9282699
Patent Number:	9814186
Patent Number:	10595468
Application Number:	13914243
Application Number:	14496641
Application Number:	15840780
Application Number:	61794599
Application Number:	15340936
Application Number:	61657203
Application Number:	14752462
Application Number:	15913566
Application Number:	62017574
Application Number:	62063158
Application Number:	16876610
Application Number:	62031668
Application Number:	62032452
Application Number:	62018452
Application Number:	62174940

PATENT

Property Type	Number
Application Number:	62050075
Application Number:	62414159
Application Number:	62651148
Application Number:	62674463
Application Number:	62727838
Application Number:	62775522
Application Number:	62731593
Application Number:	62819286
PCT Number:	US2013045003
PCT Number:	US2013032492
PCT Number:	US2015038124
PCT Number:	US2015043277

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 5634410207  
**Email:** amy@hamiltoniplaw.com  
**Correspondent Name:** HAMILTON IP LAW, PC  
**Address Line 1:** 4620 EAST 53RD STREET  
**Address Line 2:** SUITE 214  
**Address Line 4:** DAVENPORT, IOWA 52807

<b>ATTORNEY DOCKET NUMBER:</b>	LGF_OMNIBUS_10.8.20
<b>NAME OF SUBMITTER:</b>	JAY R HAMILTON
<b>SIGNATURE:</b>	/jayrhamilton50644/
<b>DATE SIGNED:</b>	09/28/2022

**Total Attachments: 8**

source=OMNIBUS\_IP\_Assignment\_Agreement\_exec#page1.tif  
source=OMNIBUS\_IP\_Assignment\_Agreement\_exec#page2.tif  
source=OMNIBUS\_IP\_Assignment\_Agreement\_exec#page3.tif  
source=OMNIBUS\_IP\_Assignment\_Agreement\_exec#page4.tif  
source=OMNIBUS\_IP\_Assignment\_Agreement\_exec#page5.tif  
source=OMNIBUS\_IP\_Assignment\_Agreement\_exec#page6.tif  
source=OMNIBUS\_IP\_Assignment\_Agreement\_exec#page7.tif  
source=OMNIBUS\_IP\_Assignment\_Agreement\_exec#page8.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (the "Assignment") is made and effective as of October 8, 2020, 2020 ("Effective Date") by and between Living Greens Farm, Inc., a corporation formed under the laws of the state of Minnesota ("Assignor"), and Living Greens Farm, Inc., a corporation formed under the laws of the state of Delaware ("Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

**WHEREAS**, the Assignor is the owner of the numerous patents and patent applications for technologies in the field of aeroponic agriculture (the "Patents") as included in Exhibit A below;

**WHEREAS**, the Assignor is the owner of the numerous inventions, concepts, technologies, drawings, plans, methods, customer lists, business information, and numerous other trade secrets used in the business of Assignor in the field of aeroponic agriculture (the "Trade Secrets"), some of which may be listed by nickname in Exhibit A below;

**WHEREAS**, the Assignor is the owner of the common law trademarks in and to several trademarks, trade names, logos, and other indicia representing the good will of Assignor, as well federal trademark registrations therefor (the "Marks") as included in Exhibit A below;

**WHEREAS**, the Assignor is the owner of numerous copyrights underlying the artwork, websites, and marketing materials used in the business of Assignor (the "Copyrights");

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee all right, title, and interest in and to the Patents, Trade Secrets, Marks, and Copyrights (collectively, the "Intellectual Property") to the Assignee; and

**WHEREAS**, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Intellectual Property; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Assignment.

**NOW, THEREFORE**, and in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. INCORPORATION OF RECITALS**

The recitals above are hereby incorporated by reference as part of this Assignment.

**2. ASSIGNMENT OF INTELLECTUAL PROPERTY.**

Effective as of the Effective Date, the Assignor hereby does sell, transfer, convey, assign, and deliver to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Intellectual Property;
- (b) all goodwill and moral rights in and to the Intellectual Property;
- (c) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Intellectual Property including, without limitation, damages and payments for past or future infringements and misappropriations of the Intellectual Property;

- (d) all rights to sue for past, present, and future infringements or misappropriations of the Intellectual Property; and
- (e) any and all other rights to the Intellectual Property.

### **3. PAYMENT TO ASSIGNOR**

In exchange for the Assignor's assignment of the Intellectual Property, Assignee shall pay to Assignor, a lump sum total of \$1.00 USD ("Assignment Payment").

### **4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.**

The Assignor hereby represents and warrants to the Assignee that:

- (a) The Assignor is an owner of the right, title, and interest in and to the Intellectual Property;
- (b) The Assignor has not assigned, transferred, licensed, pledged, or otherwise encumbered any Intellectual Property or agreed to do so;
- (c) The Assignor has full power and authority to enter into this Assignment and to make the assignment as provided in Section 2;
- (d) The Assignor is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Intellectual Property;
- (e) The Assignor is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment; and
- (f) The Assignor was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Intellectual Property assigned in Section 2.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

### **5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.**

The Assignee hereby represents and warrants to the Assignor that it has full power and authority to enter into this Assignment; and the Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

### **6. DOCUMENTATION.**

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Intellectual Property for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Intellectual Property, reasonably necessary to record the assignment in the United States and throughout the world; and
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world.

### **7. NO FURTHER USE OF INTELLECTUAL PROPERTY.**

After the Effective Date, the Assignor agrees to make no further use of the Intellectual Property, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to never challenge the Assignee's use, ownership, or validity, of the Intellectual Property.

**8. SUCCESSORS AND ASSIGNS.**

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

**9. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**10. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Mr. George Pastrana, President  
Living Greens Farm, Inc.  
1512 30th Street NW  
Faribault, MN 55021

If to the Assignee:

Mr. George Pastrana, President  
Living Greens Farm, Inc.  
1512 30th Street NW  
Faribault, MN 55021

**11. GOVERNING LAW.**

This Assignment shall be governed by the laws of the state of Minnesota. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

**12. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**13. SEVERABILITY.**

Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**14. ENTIRE ASSIGNMENT.**

This Assignment constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**15. HEADINGS.**

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

**IN WITNESS WHEREOF**, the Parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

Assignor – Living Greens Farm, Inc.

By: George J Pastrana  
Name: George J Pastrana  
Title: President & CEO  
Date: 08 october 2020

Assignee – Living Greens Farm, Inc

By: George J Pastrana  
Name: George J Pastrana  
Title: President & CEO  
Date: 08 october 2020

**EXHIBIT A**

<b>Type</b>	<b>Country</b>	<b>Title</b>	<b>App. Ser. No.</b>	<b>Filed</b>	<b>Pat/Reg. No.</b>	<b>Issued</b>
Trademark	United States	AEROSUN	88472808	6/13/2019		
Trademark	United States	LGF	87792226	2/9/2018		
Trademark	United States	3 Leaf Logo	88862375	4/7/2020		
Trademark	United States	3 Leaf Logo	88862386	4/7/2020		
Trademark	United States	Living Greens Farm 3 Leaf	88862392	4/7/2020		
Trademark	United States	Living Greens Farm 3 Leaf	88862397	4/7/2020		
Trademark	United States	Air Grown	88862370	4/7/2020		
Trademark	United States	Air Grown	88862380	4/7/2020		
Trademark	United States	LIVING GREENS FARM	88472837	6/13/2019		
Trademark	United States	Botania	88068754	8/7/2018		
Trademark	United States	Botania	88068801	8/7/2018		
Trademark	United States	Fresh Greens From the Farm	88862411	4/7/2020		
Trademark	United States	Fresh Greens From the Farm	88862410	4/7/2020		
Trademark	United States	Grow With Us!	85750267	10/10/2012	5171739	3/28/2017
Trademark	United States	Halo Logo	88642359	10/4/2019	6046947	5/5/2020
Trademark	United States	LGF	86419072	10/9/2014	4875548	12/22/2015
Trademark	United States	LGF Zero	86419076	10/9/2014	4989384	6/28/2016
Trademark	United States	Living Greens	86419087	10/9/2014	5498072	6/19/2018
Trademark	United States	Living Greens	86419093	10/9/2014	4989385	6/28/2016
Trademark	United States	Living Greens Farm	85908543	4/18/2013	4548971	6/10/2014

Trademark	United States	Living Greens Farm	85905752	4/16/2013	4544857	6/3/2014
Trademark	United States	Living Greens 3 Leaf	88862404	4/7/2020		
Trademark	United States	Living Greens 3 Leaf	88862403	4/7/2020		
Patent	Australia	Controlled environment and method	2013270705	1/5/2015	2013270705	3/30/2017
Patent	Brazil	Controlled environment and method	BR1120140307385	12/8/2014	BR1120140307385	1/28/2020
Patent	Canada	Controlled environment and method	2875693	12/3/2014		
Patent	Canada	Grow Board and Method	2953812	12/23/2016		
Patent	Canada	Growing System	CA2956952 A	1/31/2017		
Patent	China	Controlled environment and method	201380042372.4	12/5/2014	CN104735969 B	9/24/2019
Patent	China	Growing System	2015800532909	3/30/2017		
Patent	European Patent Office	Controlled environment and method	13800797.6	1/6/2015		
Patent	European Patent Office	Growing System	15827332.6	2/27/2017		
Patent	India	Controlled environment and method	10822/DEL NP/2014	12/17/2014		
Patent	India	Growing System	201717007051	2/28/2017		
Patent	Israel	Controlled environment and method	236094	12/7/2014		
Patent	Japan	Controlled environment and method	2015-516273	12/5/2014		
Patent	Mexico	Controlled environment and method	MX/a/2014/014864	12/4/2014	364367	4/24/2019
Patent	South Africa	Controlled environment and method	2014/09071	12/10/2014		
Patent	Taiwan, Province of China	Controlled environment and method	102120816	6/10/2013		
Patent	Taiwan, Province of China	Grow Board	104120664	6/26/2015		



Patent	Taiwan, Province of China	Growing System	104124832	7/31/2015	I605753	11/21/2017
Patent	United Arab Emirates	Controlled environment and method	1339/2014	12/7/2014		
Patent	United States	Controlled environment and method	13/914,243	6/10/2013		
Patent	United States	Controlled environment and method	14/496,641	9/25/2014		
Patent	United States	Controlled environment and method	15/840,780	12/13/2017		
Patent	United States	Controlled environment and method	14/321,248	7/1/2014	9474217	10/25/2016
Patent	United States	Controlled environment and method	61/794,599	3/15/2013		
Patent	United States	Irrigation System	14/114,199	10/25/2013	9510524	12/6/2016
Patent	United States	Irrigation System	15/340,936	11/1/2016		
Patent	United States	Irrigation System	14/321,320	7/1/2014	9282699	3/15/2016
Patent	United States	IRRIGATION SYSTEM	61/657,203	6/8/2012		
Patent	United States	Grow Board and Method	14/752,462	6/26/2015		
Patent	United States	Grow Board and Method	15/913,566	3/6/2018		
Patent	United States	Grow Board	62/017,574	6/26/2014		
Patent	United States	Grow Board	62/063,158	10/13/2014		
Patent	United States	Growing System	14/815,472	7/31/2015	9814186	11/14/2017
Patent	United States	Growing System	15/809,746	11/10/2017	10595468	3/24/2020
Patent	United States	Growing System	16/876,610	5/18/2020		
Patent	United States	Growing System	62/031,668	7/31/2014		
Patent	United States	Growing System	62/032,452	8/1/2014		
Patent	United States	Grow Board	62/018,452	6/27/2014		

Patent	United States	Nutrient Supply System	62/174,940	6/12/2015		
Patent	United States	Growing System	62/050,075	9/12/2014		
Patent	United States	Plug Board	62/414,159	10/28/2016		
Patent	United States	Growing System	62/651,148	3/31/2018		
Patent	United States	Growing System	62/674,463	5/21/2018		
Patent	United States	Growing System	62/727,838	9/6/2018		
Patent	United States	Growing System	62/775,522	12/5/2018		
Patent	United States	Growing System	62/731,593	9/14/2018		
Patent	United States	Growing System	62/819,286	3/15/2019		
Patent	WIPO	Controlled environment and method	PCT/US2013/045003	6/10/2013		
Patent	WIPO	Irrigation System	PCT/US2013/032492	3/15/2013		
Patent	WIPO	Grow Board and Method	PCT/US15/38124	6/26/2015		
Patent	WIPO	Growing System	PCT/US15/43277	7/31/2015		