

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newflora LLC		03/05/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	The Conard-Pyle Company		
Street Address:	8 Federal Road, Suite 6		
City:	West Grove		
State/Country:	PENNSYLVANIA		
Postal Code:	19390		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4826802	SOUTH AFRICA	
Registration Number:	4644390	MI JARDIN	
Registration Number:	4566858	KOLORSCAPE	
Registration Number:	4512251	FLORASCAPE	
Registration Number:	4324574	TOWNSCAPE	
Registration Number:	4324573	CITISCAPE	
Registration Number:	4324489	ARBOROSE	
Registration Number:	4359855	ENCHANTMENT	
Registration Number:	4473277	MANDARIN ICE	
Registration Number:	4060175	SUNBELT	
Registration Number:	3175183	VILLAGER	
Registration Number:	3175184	VILLAGE	
Registration Number:	3532603	VERANDA	
Registration Number:	3665543	VIGOROSA	
CORRESPONDENCE DATA			
Fax Number:	7038367419		
<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>			
Email:	laura.pitts@bjpc.com		

OP \$365.00 4826802

Correspondent Name: Laura K. Pitts
Address Line 1: 1737 King Street, Suite 500
Address Line 4: Alexandria, VIRGINIA 22314-2727

ATTORNEY DOCKET NUMBER: 1006450-000776

NAME OF SUBMITTER: Laura K. Pitts

SIGNATURE: /Laura K. Pitts/

DATE SIGNED: 03/06/2018

Total Attachments: 3

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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment") is effective as of March 31, 2017 ("Effective Date") by and between Newflora LLC, a limited liability company organized under the laws of Oregon and having a place of business at 972 Old Stage Road, Central Point, Oregon 97502 (hereinafter referred to as "Newflora"); Ball Horticultural Company, a corporation organized under the laws of Illinois and having a place of business at 622 Town Road West Chicago, Illinois 60183 (hereinafter referred to as "Ball"); and The Conrad-Pyle Company s/k/a Star Roses and Plants, a corporation organized under the laws of Pennsylvania and having a place of business at 8 Federal Road, Suite 6, West Grove, Pennsylvania 19390 (hereinafter referred to as the "Star" and, together with Newflora and Ball, the "Parties").

WHEREAS, prior to the Effective Date, Newflora was the sole and exclusive owner of the trademarks and/or service marks, and applications and/or registrations for such marks set forth in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Assigned Marks");

WHEREAS, the Parties have entered into a certain Asset Purchase Agreement ("Purchase Agreement") as of the Effective Date;

WHEREAS, pursuant to and as set forth in the Purchase Agreement, Newflora assigned, among other things, all right, title and interest in and to the Assigned Marks and in and to the registrations and/or applications for same, together with the goodwill of the business symbolized by the Assigned Marks, as of the Effective Date;

WHEREAS, it was the intent of the Parties to assign the Assigned Marks set forth in Exhibit A solely to Star;

WHEREAS, Star is a successor to a portion of the business of Newflora to which the Assigned Marks pertain; and

WHEREAS, the Parties desire to execute this Assignment to confirm the assignment of the Assigned Marks to Star as of the Effective Date.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree and acknowledge as follows:

1. Newflora does hereby assign to Star, *inac pro tunc*, as of the Effective Date, all right, title and interest, including common law rights, in the United States of America and throughout the world, in the Assigned Marks and in and to the registrations and/or applications for same, together with the goodwill of the business symbolized by the Assigned Marks, and all rights, interests, claims and demands recoverable in law or in equity, that Newflora has or may have in profits and damages for past, present, and future infringements thereon, including but not limited to the right to compromise, sue for and collect said profits and damages.

2. To the extent any rights in the Assigned Marks were assigned to Ball through the Purchase Agreement, Ball does hereby assign to Star, *inac pro tunc*, as of the Effective Date, all right, title, and interest; right, title and interest, including common law rights, in the

United States of America and throughout the world, in the Assigned Marks and in and to the registrations and/or applications for same, together with the goodwill of the business symbolized by the Assigned Marks, and all rights, interests, claims and demands recoverable in law or in equity, that Ball has or may have in profits and damages for past, present, and future infringements thereon, including but not limited to the right to compromise, sue for and collect said profits and damages.

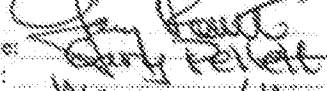
3. The Parties acknowledge and agree that Star is the sole owner of all right, title, and interest in the Assigned Marks.


4. The Parties authorize the Commissioner of Patents and Trademarks to record Star as owner of the entire right, title and interest in the Assigned Marks for the sole and use and enjoyment of Assignee, its successors, assigns or other legal representatives.

5. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Assignment. Any party delivering an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Assignment.


NEWFLORA LLC

THE
CONARD-PYLE COMPANY a/k/a
STAR ROSES & PLANTS

By: 
Name: Gary Fellet
Title: Member
Date: March 5, 2018

By: 
Name: DAVID F. WATKINS
Title: CPA
Date: 5/1/2018

BALL HORTICULTURAL COMPANY

By: 
Name: Todd Pfauendorfer
Title: Treasurer & Corporate Secretary
Date: Ball Horticultural Company
2/25/18

U.S. FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS
 SCHEDULE A
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Serial/Reg. No.	Mark	Goods	Status
86543690 4826802	SOUTH AFRICA (Word Mark)	LIVE PLANTS, NAMELY, ROSES in Class 31	Registered
88237926 4644390	MI JARDIN (Word Mark)	LIVE FLOWERING PLANTS in Class 31	Registered
86043364 4566858	KOLORSCAPE (Word Mark)	LIVE PLANTS in Class 31	Registered
85852000 4512251	FLORASCAPE (Word Mark)	LIVE PLANTS in Class 31	Registered
85782204 4324574	TOWNSCAPE (Word Mark)	LIVE PLANTS in Class 31	Registered
85782123 4324573	CITISCAPE (Word Mark)	LIVE PLANTS in Class 31	Registered
85744278 4324489	ARBOROSE (Word Mark)	LIVE FLOWERING PLANTS in Class 31	Registered
85457634 4359855	ENCHANTMENT (Word Mark)	LIVE PLANTS, NAMELY, ROSES in Class 31	Registered
85448408 4473277	MANDARIN ICE (Word Mark)	LIVE PLANTS in Class 31	Registered
85341136 4080175	SUNBELT (Word Mark)	LIVE PLANTS in Class 31	Registered
78566222 3175183	VILLAGER (Word Mark)	LIVE PLANTS, SPECIFICALLY NURSERY AND GREENHOUSE ORNAMENTAL PLANTS in Class 31	Registered
78566225 3175184	VILLAGE (Word Mark)	LIVE PLANTS, SPECIFICALLY NURSERY AND GREENHOUSE ORNAMENTAL PLANTS in Class 31	Registered
78880022 3532803	VERANDA (Word Mark)	LIVE FLOWERING PLANTS, SPECIFICALLY WOODY NURSERY PLANTS in Class 31	Registered
77335934 3685543	VIGOROSA (Word Mark)	LIVE PLANTS in Class 31	Registered

TRADEMARK