

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MG Tools LLC		08/21/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Epic Gardening Inc.		
Street Address:	6259 Progressive Ave. Suite 300		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6739505	EPIC	
CORRESPONDENCE DATA			
Fax Number:	5093238979		
<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:	509-944-4647		
Email:	karig@leehayes.com		
Correspondent Name:	Kari Gondry		
Address Line 1:	601 W. Riverside Ave. Suite 1400		
Address Line 2:	Lee & Hayes PC		
Address Line 4:	Spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	P133-0013TMUS		
NAME OF SUBMITTER:	Kari Gondry		
SIGNATURE:	/Kari Gondry/		
DATE SIGNED:	09/07/2022		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 21 day of August 2022, by and between MG Tools LLC, a California Limited Liability Company ("Assignor"), and Epic Gardening, Inc., a Delaware Corporation ("Assignee"), located at 6259 Progressive Ave. Suite 300, San Diego CA 92154.

The subject mark of this Assignment is:

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Country</i>
EPIC	6,739,505	May 24, 2022	United States

WHEREAS, Assignor is the owner of the trademark described above and all goodwill associated therewith (the "Mark");

WHEREAS, Assignor desires to assign the Mark to Assignee, and Assignee desires to obtain the Mark.

WHEREAS, on June 7, 2022, Assignor and Assignee entered into an Asset Purchase Agreement whereby Assignor agreed to transfer certain assets, including all Intellectual Property Rights related to the Business and the Products, which includes the EPIC trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- Assignment of Trademark. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Mark throughout the world, together with the goodwill of Assignor's business symbolized by the Mark, all registrations and applications associated with the Mark throughout the world, and the right to sue for past, present and future infringement thereof. To the extent that the Mark has been filed in the U.S. in whole or in part on an intent-to-use basis, Assignor and Assignee agree and acknowledge that the sale, assignment, transfer, and conveyance of such Mark is part of a reorganization by Assignee, and Assignor hereby assigns, transfers, and conveys to Assignee that reorganization (either as a separate entity or as the complete division of Assignee intending to use such Mark) so that the reorganization merges with Assignee and is a successor to that business of Assignor relative to the relevant Mark in accordance with the provisions of Section 10 of the Trademark Act of 1946, as amended (15 U.S.C. §1060).
- Assignment of Common Law Trademarks. To the extent that there are trademarks representative of the Mark but not registered with the United States Patent and Trademark Office, Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to those trademarks throughout the world, together with the goodwill of Assignor's business symbolized by these marks, all registrations and applications associated with these marks throughout the world, and the right to sue for past, present and future infringement thereof.

3. Further Assurances. Assignor shall take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Marks and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

Assignor

Adam Footer
Signature

Adam Footer, CEO
Print Name and Title

Assignee

[Signature]
Signature

Kevin Espinoza CEO
Print Name and Title