

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4845066

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE SCOTTS COMPANY LLC	12/08/2016
RECEIVING PARTY DATA	
Name:	OMS INVESTMENTS, INC.
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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ATTORNEY DOCKET NUMBER:	PLANT LINK
NAME OF SUBMITTER:	PAUL M. ULRICH
SIGNATURE:	/Paul M. Ulrich/
DATE SIGNED:	02/28/2018
Total Attachments: 4	
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source=Plant Link Patent Assignment Scotts to OMS#page2.tif	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of the 8th day of December 2016 ("Effective Date") by The Scotts Company LLC, an Ohio limited liability company, having its principal place of business at 14111 Scottslawn Road, Marysville, OH 43041 ("Assignor") and OMS Investments, Inc., a Delaware corporation, having its principal place of business at 14111 Scottslawn Road, Marysville, OH 43041 ("Assignee").

In consideration of the mutual promises, representations, warranties, and covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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 following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) 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;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to 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, 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.

(a) Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall 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 necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

(b) Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Patents, and testify in any legal proceeding that may be necessary or desirable to prosecute, protect or perfect the Patents.

(c) Assignor hereby requests and authorizes an attorney of Assignee to insert the corresponding application number(s) and date of filing into each corresponding space provided in Schedule A at any time after the filing thereof if such remains blank at the time of executing this Assignment.

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

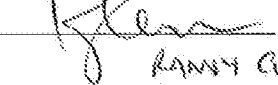
4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Patent 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 Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

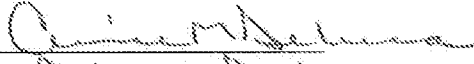
THE SCOTTS COMPANY LLC, an Ohio
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SCHEDULE A

Assigned Patents And Patent Applications

Jurisdiction	Title	Status	Patent Number or Application Serial Number	Issue or Filing Date
U.S.	Plant Sensor System	pending	9005890-125546	November 4, 2016