

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/24/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OMS Investments, Inc.		07/27/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sun Gro Horticulture Canada Ltd.
Street Address:	52130 RR 65
City:	Seba Beach, Alberta
State/Country:	CANADA
Postal Code:	T0E 2B0
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0998042	METRO-MIX
Registration Number:	0830863	REDI-EARTH

CORRESPONDENCE DATA

Fax Number: (206)816-1333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206-816-1333
 Email: jdelo@gsblaw.com
 Correspondent Name: Julene Delo
 Address Line 1: 1191 2nd Ave., 18th Floor
 Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	10690-60102
-------------------------	-------------

DOMESTIC REPRESENTATIVE

OP \$65.00 0998042

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Julene Delo
Signature:	/Julene Delo/
Date:	11/21/2006

Total Attachments: 7
source=OMS transfer#page1.tif
source=OMS transfer#page2.tif
source=OMS transfer#page3.tif
source=OMS transfer#page4.tif
source=OMS transfer#page5.tif
source=OMS transfer#page6.tif
source=OMS transfer#page7.tif

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of this 27th day of July, 2004 (the "**Effective Date**") by and among Scotts-Sierra Horticultural Products Company, a California corporation ("**Scotts-Sierra**") and OMS Investments, Inc., a Delaware corporation ("**OMS**" and together with Scotts-Sierra, the "**Sellers**" and severally a "**Seller**"), and Sun Gro Horticulture Canada Ltd, a British Columbia corporation ("**Buyer**") (each of the above sometimes referred to as a "**Party**" and collectively as the "**Parties**").

WHEREAS, the Parties desire to enter into an agreement whereby Sellers will transfer to Buyer, and Buyer will acquire from Sellers, certain marks, formulas and customer lists in exchange for the consideration hereinafter provided.

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

ARTICLE I SALE AND PURCHASE OF ASSETS

1.1 Sale and Transfer of Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 1.2, below), Sellers hereby agree to sell, assign, convey, transfer and deliver to Buyer free and clear of all liens and encumbrances, and Buyer agrees to acquire from the Sellers all right, title, and interest in and to the Brands, Formulas and customer lists set for on Schedule 1.1 (the "**Purchased Assets**").

1.2 Closing. Upon the terms and subject to the conditions of this Agreement, the closing of the purchase and sale of the Purchased Assets (the "**Closing**") will take place on (a) September 30, 2004, provided that the conditions set forth in Articles V and VI have been fulfilled or waived in accordance herewith, or (b) at such other time, date or place as Buyer and Sellers may agree in writing. The date upon which the Closing occurs shall be the "**Closing Date**".

ARTICLE II CONSIDERATION

2.1 Purchase Price. In consideration for the sale, transfer, and delivery of the Purchased Assets, Buyer shall pay _____ to the Sellers in cash (the "**Purchase Price**").

2.2 Payment of the Purchase Price. At Closing, Buyer shall deliver to the Sellers a written receipt confirming the wire transfer of the Purchase Price. Simultaneously, Sellers will deliver to the Buyer (a) the Purchased Assets, (b) title to the Purchased Assets, including any documents necessary to verify the transfer of intellectual property, and (c) the documents necessary to license to Buyer those certain patents and other intellectual property described in Schedule 3.6(b).

10.8 Severability. In the event that any one or more terms or provisions hereof shall be held void or unenforceable by any court or arbitrator, all remaining terms and provisions hereof shall remain in full force and effect.

10.9 Absence of Brokers. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on by Sellers and Buyer and their respective duly authorized representatives, without the introduction or intervention of any such person not a party to this Agreement in such a manner as to give rise to any claim by any such person against any of the Sellers or Buyer for any brokerage commissions, finder's fees or other like payments.


10.10 Interpretation of Agreement. The following rules of interpretation must be applied in interpreting this Agreement: (a) the Article, Section and subsection headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement, (b) all references to Articles, Sections, Schedules and Exhibits are to Articles and Sections in this Agreement and Schedules and Exhibits to this Agreement, as the case may be, (c) the provisions of the Schedules and Exhibits are incorporated into this Agreement, (d) as used in this Agreement, the term "including" will always be deemed to mean "including, without limitation," and (e) whenever a Party is required to give its consent or approval, such consent or approval may not be unreasonably withheld.

10.11 Enforcement of Agreement. Sellers acknowledge and agree that Buyer would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by Sellers could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which Buyer may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

10.12 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Scotts-Sierra Horticultural Products Company

By: 
Name: Vincent C. Brociman
Title: Assistant Secretary

(CONTINUED NEXT PAGE)

OMS Investments, Inc.

By: EARL R. CAGGETT
Name: EDWARD R. CAGGETT
Title: PRESIDENT & Director

Sun Gro Horticulture Canada Ltd.

By: _____
Name: _____
Title: _____

OMS Investments, Inc.

By: _____
Name: _____
Title: _____

Sun Gro Horticulture Canada Ltd.

By: Bradley A. Wiers
Name: Bradley A. Wiers
Title: Vice President, Finance

LIST OF EXHIBITS AND SCHEDULES

Schedule 1.1	Purchased Assets
Schedule 3.3	Title and Condition of Assets
Schedule 3.4	Conflicts
Schedule 3.5	Litigation & Claims
Schedule 3.6	Intellectual Property
Schedule 3.9	Insurance
Exhibit A	Form of Bill of Sale and Assignment
Exhibit B	Form of Patent License Agreement
Exhibit C	Form of Non-Compete and Confidentiality Agreement

SCHEDULE 1.1

Purchased Assets:

The brands and all applications and registrations set forth below, attached hereto and incorporated herein by this reference (collectively, the "Trademarks"), including, but not limited to, all common law rights, trade name and tradedress rights and all rights in domain names using the Trademark and any derivative thereof, and the goodwill of the business symbolized by the Trademark and the right to sue and recover for the past infringement thereof.

- (i) U.S. Trademark Registration No. 998,042 for Metro-mix for custom blended growing media and associated trade dress
- (ii) (ii) U.S. Trademark Registration No. 830,863 for Redi-Earth for growing media and fertilizer and associated trade dress.

Formulas

See attached.

Customer list

See attached.

SCHEDULE 3.6

Intellectual Property

a. Intellectual Property to be Sold

(i) U.S. Trademark Registration No. 998,042 for Metro-mix for custom blended growing media and associated trade dress and (ii) U.S. Trademark Registration No. 830,863 for Redi-Earth for growing media and fertilizer and associated trade dress.

Subject to security interest and blanket lien held pursuant to the Second Amended and Restated Credit Agreement among The Scotts Company, as Borrower, JP Morgan Chase Bank, as Administrative Agent, and other agents, dated as of October 22, 2003. UCC Termination Statement for the secured assets to be provided at Closing.

b. Intellectual Property to be Licensed

(i) U.S. Patent No. 6,189,260 entitled "Compressed Mixtures of Coconut Coir Pith and Peat Moss and Processes for the Preparation Thereof", issued February 20, 2001; (ii) U.S. Patent No. 6,408,568 entitled "Compressed Blends of Coconut Coir Pith and a Non-Coir/Non-Peat Materials, and Processes for the Production Thereof", issued June 25, 2002; and (iii) U.S. Patent No. 6,711,850 entitled "Plant Growth Media and Processes for Production Thereof and Compositions for Use Therein", issued March 30, 2004.

Subject to the Assignment and Agreement dated March 26, 1998, by and between The Scotts Company and Haymark Incorporated, a copy of which was provided to Buyer on April 6, 2004.