

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Scotts Company LLC		12/08/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	OMS Investments, Inc.		
Street Address:	10250 Constellation Blvd., Suite 2800		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4537596		
Registration Number:	4537546	PLANTLINK	
CORRESPONDENCE DATA			
Fax Number:	9376447568		
<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:	9375781347		
Email:	trademarks@scotts.com		
Correspondent Name:	Karen K. Hammond		
Address Line 1:	10250 Constellation Blvd., Suite 2800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Karen K. Hammond		
SIGNATURE:	/karen k hammond/		
DATE SIGNED:	06/26/2017		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of December 8, 2016 ("Effective Date") by The Scotts Company LLC, an Ohio limited liability company of, having its principal place of business at 14111 Scottslawn Road, Marysville, OH 43041 or its designee ("Assignor") and OMS Investments, Inc., a Delaware corporation, having its principal place of business at 10250 Constellation Blvd., Suite 2800, Los Angeles, California 90067 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain "Trademark Assignment Agreement" dated December 8, 2016, pursuant to which Assignor conveyed, transferred and assigned to Assignee all Assignor's right, title and interest in and to the trademarks and related registrations on Schedule A attached hereto.

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 confirm that they have agreed as follows:

1. Assignment. Assignor hereby irrevocably conveyed, transferred, and assigned to Assignee, and Assignee hereby accepted, all of Assignor's worldwide right, title, and interest in and to the following (the "Assigned Trademarks"):

(a) the Trademarks and the applications and registrations therefor, including, without limitation, those listed in Schedule A, together with the goodwill of the business symbolized by the Trademarks; and including, without limitation, Assignor's right, title and interest in and to:

(i) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the Trademarks including, without limitation, damages and payments for past or future infringements thereof;

(ii) the right to sue for past, present and future infringements of the Trademarks;

(iii) the right to secure registration for the Trademarks;

(iv) the right to secure all renewals, reissues, continuations, extensions and the like for the registration of the Trademarks; and

(v) all rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks 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 Trademark 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

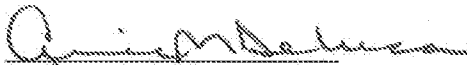
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark 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 Trademark 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 Trademark Assignment as of the date first above written.


THE SCOTTS COMPANY LLC, an Ohio
limited liability company

By: 
Name: Ainee M. Deluca
Title: VP & Asst. Secretary

Address for Notices:

The Scotts Company LLC
14111 Scottslawn Road
Marysville, OH 43041
Attention: Legal Department
Phone: (937) 578-5641
Fax: (937) 644-7568

OMS INVESTMENTS, INC., a Delaware
corporation

By: 
Name: Ainee M. Deluca
Title: President

Address for Notices:

OMS Investments, Inc.
10259 Constellation Blvd., Suite 2800
Los Angeles, California 90067
Attention: Luis Rodriquez

SCHEDULE A

Assigned Trademark Registrations And Applications

Jurisdiction	Mark	Status	Trademark registration number or application serial number	Registration or Filing Date
U.S.	Plant Link logo (design)	Registered	4,537,596	May 27, 2014
U.S.	PLANT LINK	Registered	4,537,546	May 27, 2014

Assigned Unregistered Trademarks

Jurisdiction	Mark
worldwide	OSO TECHNOLOGIES
worldwide	OSO SIMPLE TECHNOLOGIES