

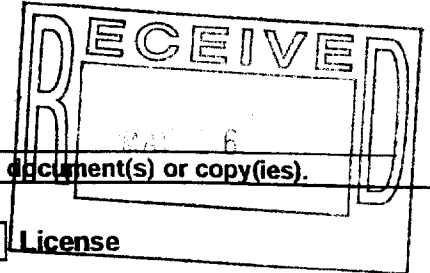
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

06/01/1999 DNGUYEN 00000033 2175819

FOR OFFICE USE ONLY

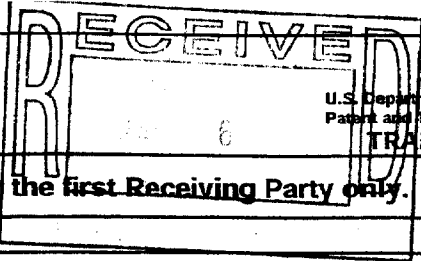
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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001904 FRAME: 0889



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

602-207-2185

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,176,819"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Pam Root, CLA

5/4/99

Name of Person Signing

Signature

Date Signed

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made and entered into this 17th day of February, 1999, by Scotts' Miracle-Gro Products, Inc., an Ohio Corporation having its principal place of business at 14111 Scottslawn Road, Marysville, Ohio 43041 ("Miracle-Gro") and OMS Investments, Inc., a Delaware corporation having its principal place of business at 1105 N. Market Street, Wilmington, Delaware 19899 ("OMS" and, together with Miracle-Gro, "Assignor"), to Farnam Companies, Inc., an Arizona corporation having its principal place of business at Phoenix, Arizona ("Assignee").

RECITALS

WHEREAS, Assignor has adopted and is using the trademarks described in Exhibit A, attached hereto and made a part hereof (the "Trademarks"), and has obtained registration for the Trademarks as described in Exhibit A (the "Registrations"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, made to be effective as of February 15, 1999 (the "Purchase Agreement"), pursuant to which Assignor is selling to Assignee substantially all of the Final Assets (as defined in the Purchase Agreement), including the Trademarks and the Registrations, all as more particularly described in the Purchase Agreement; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee desires to acquire all right, title and interest in and to the Trademarks and the Registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, grant and transfer to Assignee all of Assignor's right, title and interest in and to:

1. the Trademarks and the Registrations, together with the goodwill symbolized by the Trademarks, including, without limitation, Assignor's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world;
2. all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof;
3. the right to sue for past, present and future infringements thereof; and
4. all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment and sale not been made.

Upon said consideration, Assignor hereby agrees that it will not execute any writing or do any act whatsoever conflicting with this Assignment and that Assignor will, at any time upon request, without further or additional consideration, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this Assignment, and to render all necessary assistance in making application for and obtaining renewal of the Trademarks with the Patent and Trademark Office of the United States or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that the Assignment and the foregoing covenant and agreement shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

[signature page to follow]

Exhibit ATrademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Class of Registration</u>	<u>Country of Registration</u>
Final!	75/494146 ¹		5	United States
Finale	75/461652 ²		5	United States
InterCept H&G	2176819	7/28/98	5	United States
InterCept H&G	2131736	1/27/98	5	United States
Vikor	1728845	11/3/92	5	United States
Weed Warrior	75/114510 ³		5	United States

¹ This is an Application Number -- such application was filed on 6/1/98.

² This is an Application Number -- such application was filed on 4/3/98.

³ This is an Application Number -- such application was filed on 5/30/96.