

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

OMS Investments, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware

Additional name(s) attached? No

2. Name and address of receiving party(ies)

The Andersons Agriservices, Inc.
3515 N. Staley Road
Champaign, Illinois 61822

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Illinois

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) and address(es) attached? No

3. Nature of Conveyance: Assignment Security Agreement Change of Name Merger
 Other (specify):

Execution Date: June 1, 2005

4. Application number(s) and/or registration number(s):

The document relates to Trademark Application No.(s):
«Application Number»

The document relates to Registration No.(s):
«Number»

2463845 VORLAN
2811012 FUNGO

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Gregg W. Emch
MacMillan, Sobanski & Todd, LLC
One Maritime Plaza, Fourth Floor
720 Water Street
Toledo, Ohio 43604

Docket: 1-27021

6. Total number of applications and registrations involved: 2

7. Total Fee (37 CFR 3.14)

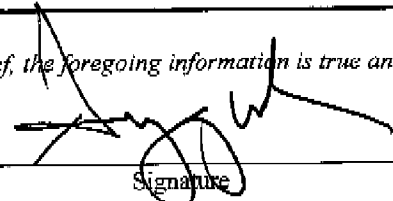
Recordal Fee: \$65.00

Please charge the recordal fee to MacMillan, Sobanski & Todd, LLC, Deposit Account No. 13-0005

8. 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.

Gregg W. Emch
Name of Person Signing



JUNE 28, 2005
Date

CH \$65.00 130005 2463845

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made effective as of June 1, 2005 by and between OMS Investments, Inc., a Delaware corporation, having a principal place of business at 10250 Constellation Boulevard, Suite 2800, Los Angeles, CA 90067 ("Assignor") and The Andersons Agriservices, Inc., an Illinois corporation, having a principal place of business at 3515 N. Staley Road, Champaign, Illinois 61822 ("Assignee").

WHEREAS, Assignor warrants that it is the owner of the trademarks and registrations ("Trademarks") identified in the attached Schedule of Trademarks, which is incorporated herein by reference, together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, Assignee is desirous of acquiring the Trademarks for use on certain products and in certain trade channels in the United States of America and Bermuda;

NOW, THEREFORE, in consideration of good and valuable consideration as set forth in a separate agreement between the parties entitled "U.S. PROTURF LICENSE AGREEMENT" dated May 31, 2000, the receipt of which is hereby acknowledged, Assignor does hereby sell, transfer, assign and deliver to Assignee, and Assignee hereby accepts the sale, transfer, assignment and delivery free of all liens, security interests, pledges, charges or other encumbrances of all of Assignor's right, title and interest in, to and under the Trademarks in the United States of America and Bermuda only for use on fertilizer, pesticide, combination fertilizer and pesticide and similar products and related services, and only intended for use by golf courses, sports fields, municipal properties and professional lawn care service providers ("U.S. Professional Turf Market") including registrations thereof, together with the goodwill of the business symbolized by the Trademarks including registrations thereof, all rights to sue for past, present and future infringement of the Trademarks in the U.S. Professional Turf Market, and with respect to the U.S. Professional Turf Market in each instance, all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademarks, all renewals and registrations of the Trademarks that may hereafter be secured by Assignee, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

Assignor reserves to itself and does not assign all right, title and interest in, to and under the Trademarks except with respect to U.S. Professional Turf Market.

Assignor agrees that it will execute all documents and take all other actions that may be necessary for securing, completing, or vesting in Assignee, its successors and assigns the right, title and interest in the Trademarks and registrations thereof for the U.S. Professional Turf Market.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

OMS INVESTMENTS, INC.

By: Nicole A. McClelland
Name: Nicole A. McClelland
Title: ASSISTANT TREASURER

State of California

ss.:

County of Los Angeles

On this 21 day of June, 2005, personally appeared Nicole McClelland, an officer of OMS Investments, Inc., the Assignor above named, who acknowledged that he/she executed the foregoing Assignment of Trademarks on behalf of Assignor pursuant to authority duly received.

Michelle D. Patch
NOTARY PUBLIC

(SEAL)



SCHEDULE OF TRADEMARKS

<u>U.S. Reg. No.</u>	<u>Trademark</u>	<u>Registration Date</u>
2463845	VORLAN	June 26, 2001
2811012	FUNGO	February 3, 2004

OTHER TRADEMARK

TURFGUARD