

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliance Trading, Inc.		07/14/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OMS Investments, Inc.		
<b>Street Address:</b>	10250 Constellation Blvd., Suite 2800		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77555656	WATERSMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)213-0260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-812-1300		
<b>Email:</b>	patrademarks@manatt.com		
<b>Correspondent Name:</b>	MANATT, PHELPS & PHILLIPS, LLP		
<b>Address Line 1:</b>	1001 Page Mill Road, Building 2		
<b>Address Line 2:</b>	ATTN: Kathryn B. Bartow, Esq.		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	28405-245 (09-0002-DI)		
<b>NAME OF SUBMITTER:</b>	Kathryn B. Bartow, Esq.		
<b>Signature:</b>	/Kathryn B. Bartow/		
<b>Date:</b>	07/22/2009		

CH \$40.00 77555656

Total Attachments: 1

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**Trademark Assignment Agreement**

This Trademark Assignment Agreement (the "Agreement") is made and effective as of July 14, 2009, by and between Alliance Trading, Inc., a Delaware corporation ("Assignor"), and OMS Investments, Inc. a Delaware corporation ("Assignee").

WHEREAS, Assignor has used the mark WATERSMART ("Mark") in interstate commerce in connection with grass seeds since at least as early as September 2004 and owns the associated U.S. Trademark Application No. 77/555,656 for the Mark ("the Trademark"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, effective as of the date of this Agreement, all its right, title and interest in and to the Trademark, the goodwill of the business symbolized by the Trademark, and all intellectual property rights to which the Trademark pertains.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed and delivered as of the date first written above.

ASSIGNOR:

Alliance Trading, Inc.

By:

  
Steven Cassanova

Title:

Treasurer

ASSIGNEE:

OMS Investments, Inc.

By: Luis A/ Rodriguez

Title: Assistant Secretary