

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMG Brands, Inc.		02/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Scotts International B.V.		
Street Address:	Nijverheidsweg 1-5		
City:	Heerlen		
State/Country:	NETHERLANDS		
Postal Code:	6422 PD		
Entity Type:	COMPANY: NETHERLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3473738	ALLBAN	
Registration Number:	3764579	E3	
Serial Number:	85006721	E3-XT	
CORRESPONDENCE DATA			
Fax Number:	(314)667-3633		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314-552-6363		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One U.S. Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	53419-95932		
DOMESTIC REPRESENTATIVE			
Name:	Thompson Coburn LLP		

CH \$90.00 3473738

900188530

**TRADEMARK
 REEL: 004515 FRAME: 0812**

Address Line 1: One U.S. Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Tiffany L. Schwartz
Signature:	/Tiffany L. Schwartz/
Date:	04/05/2011

Total Attachments: 4
source=SMG to Scotts Assignment US#page1.tif
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EXECUTED VERSION

Dated 28 February 2011

SMG BRANDS, INC.
and
SCOTTS INTERNATIONAL B.V.

REGISTERED MARK ASSIGNMENT
(UNITED STATES)

Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222



WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL
DATE: 4 March 2011
SIGNED: [Signature]
DLA PIPER UK LLP

TRADEMARK
REEL: 004515 FRAME: 0814

REGISTERED MARK ASSIGNMENT

This Deed of Assignment is made the 28 day of February 2011 between:

- (1) SMG Brands, Inc. a company incorporated in Delaware whose registered office is at 1105 N Market St., Ste. 1300, Wilmington, DE 19801, United States ("Assignor"); and
- (2) Scotts International B.V. a company incorporated in Heerlen, The Netherlands whose registered office is at Nijverheidsweg 1-5, 6422 PD Heerlen, The Netherlands (company registration no. 14027868) ("Assignee").

Whereas:

- (A) the Assignor is the proprietor of the registered trade marks and applicant for certain trade mark registrations described in the Schedule (the "Trade Marks"); and
- (B) the Assignor has agreed to assign the Trade Marks to the Assignee.

This Deed witnesses as follows:

1 Assignment

The Assignor hereby assigns to the Assignee in exchange for good and valuable consideration, receipt of which is hereby acknowledged, all right, title and interest in and to the Trade Marks together with all the goodwill represented by and associated with the Trade Marks (but no other goodwill) including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely (the "Assignment").

2 Further Assurance

The Assignor agrees hereafter promptly to execute all such documents as the Assignee may reasonably request to give full effect to the Assignment and secure to the Assignee the full benefit of the rights assigned to the Assignee hereunder.

3 Representations and Warranties

The Assignor does not make, nor shall be deemed to have made, to the Assignee any express or implied representation or warranty with respect to any of the Trade Marks.

4 Law and Jurisdiction

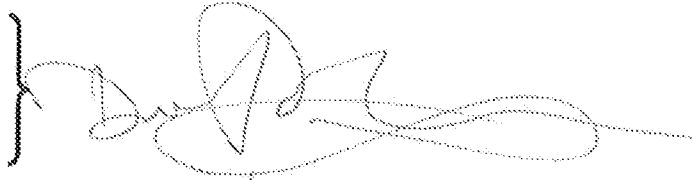
- 4.1 This Deed and any non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.
- 4.2 Each of the parties irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, which may arise out of or in connection with the Assignment and that accordingly any proceedings arising out of or in connection with the Assignment shall be brought only in such courts. Each of the parties irrevocably submits and agrees to submit to the jurisdiction of such courts and waives (and agrees not to raise) any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum or on any other ground.

In witness whereof this Deed has been delivered on the date first stated above.

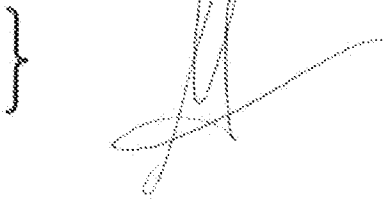
SIGNED and DELIVERED by

DIMITER TODOROV

as attorney for and on behalf of SMG
BRANDS, INC. and thereby executed
by it as a DEED



Signed for and on behalf of SCOTTS
INTERNATIONAL B.V.:

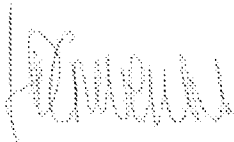
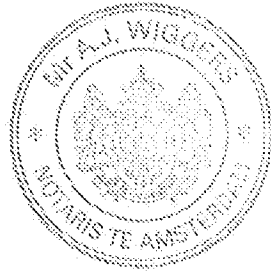


Seen by me, Johan Hendrik Bennbroek Gravenhorst,
candidate Civil-Law Notary, as a substitute of Alexander
Joannes Wiggers, Civil-Law Notary, officiating in Amsterdam,
the Netherlands, for legalization of the signature placed on the
attached document of:

Mr Dimiter Venelinov Todorov, born in Bulgaria, on the 25th
day of December 1971, holder of a United States of America
passport with number 429573983 valid until the 27th day of
August 2017.

This statement explicitly contains no judgement as to the
contents of the attached document.

Signed in Amsterdam, on the 1st day of March 2011.

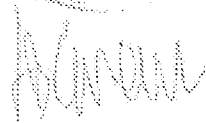
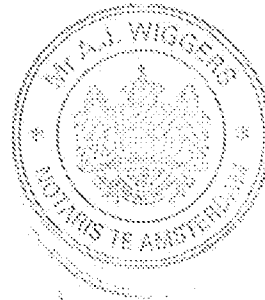


Seen by me, Johan Hendrik Bennbroek Gravenhorst,
candidate Civil-Law Notary, as a substitute of Alexander
Joannes Wiggers, Civil-Law Notary, officiating in Amsterdam,
the Netherlands, for legalization of the signature placed on the
attached document of:

Mr Cornelis Petrus Langereld, born in Haarlemmermeer,
the Netherlands, on the 14th day of February 1952, holder
of a Dutch passport with number NUJ9BDHJ5, valid until
the 9th day of November 2015.

This statement explicitly contains no judgement as to the
contents of the attached document.

Signed in Amsterdam, on the 1st day of March 2011.



Schedule

	Registered Proprietor	Mark	Jurisdiction	Registration Number or Application Number	Filed	Reg. Date	Renewal Due
1	SMG Brands, Inc.	ALLBAN	United States	347373B	31-Aug-2005	22-Jul-2008	22-Jul-2018
2	SMG Brands, Inc.	e3 Stylized	United States	3764579	26-Oct-2008	23-Mar-2010	23-Mar-2020
3	SMG Brands, Inc.	E3-XT	United States	85008721	24-Mar-2010	N/A	N/A