

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
Valent GL Corporation		04/02/2012	CORPORATION: TEXAS

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: 15

Property Type	Number	Word Mark
Registration Number:	1471159	GREEN LIGHT
Registration Number:	1762245	GREEN LIGHT
Registration Number:	1325267	GREEN LIGHT
Registration Number:	1759315	GREEN LIGHT
Registration Number:	1816338	AMAZE
Registration Number:	0945031	COM-PLEET
Registration Number:	1928468	CONQUEST
Registration Number:	2952792	YARDSAFE
Registration Number:	0943913	SUPER BLOOM
Registration Number:	2373429	PRIME KILL
Registration Number:	1845019	PORTRAIT
Registration Number:	0988190	WIPE OUT
Registration Number:	1785181	FUNG-AWAY
Registration Number:	2059936	ROSE DEFENSE

CH \$390.00 1471159

Registration Number:

1701553

GARDEN PROFESSOR

CORRESPONDENCE DATA

Fax Number: (804)344-7999

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 804-788-8772

Email: HWRITM@hunton.com

Correspondent Name: John Gary Maynard, III-Hunton & Williams

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza - East Tower

Address Line 4: Richmond, VIRGINIA 23219-7074

ATTORNEY DOCKET NUMBER:

77730.2

NAME OF SUBMITTER:

John Gary Maynard, III

Signature:

/John Gary Maynard, III/

Date:

04/11/2012

Total Attachments: 5

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VALENT GL CORPORATION

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of April 2, 2012 ("*Effective Date*"), by and between VALENT GL CORPORATION, a Texas corporation ("*Assignor*"), and OMS Investments, Inc., a Delaware corporation ("*Assignee*"). All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement (defined below)

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 2, 2012, by and between Assignor, The Scotts Company LLC ("*Scotts*"), and, solely with respect to Article 8 thereof, Valent U.S.A. Corporation, a California corporation ("*Agreement*"), the Assignor has agreed to sell and assign to the Assignee, and Scotts has agreed to cause the Assignee to purchase and assume from the Assignor, in each case upon the terms and subject to the conditions set forth therein, the Purchased Intellectual Property as defined in the Agreement.

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to (i) the trademarks and trademark applications set forth on Schedule A, attached hereto (the "*Assigned Trademarks*") and (ii) the other Purchased Intellectual Property (together, the "*Assigned Intellectual Property*"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Intellectual Property, together with all of the goodwill of Assignor's business symbolized by such Assigned Intellectual Property, as well as any claims of Assignor for damages or other remedies by reason of any past infringement of the Assigned Intellectual Property, pursuant to the terms and conditions of the Agreement

2. Further Acts. This Assignment is effective between the parties as of the Closing. Assignor further agrees that should additional documentation of such assignment or further acts be required to protect, secure, vest and record good title to the Assigned Intellectual Property in Assignee, Assignor will provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request.

3. Authorization. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

4. Assistance in Protecting and Enforcing Rights. Upon Assignee's request, Assignor will provide such reasonable non-monetary assistance as may be reasonably necessary or appropriate for Assignee to protect and enforce its rights in the Assigned Intellectual Property, including but not limited to providing information, affidavits, declarations and testimony in connection with litigation, arbitration, mediation, opposition, cancellation and interference proceedings.

5. Conflict. This Assignment is subject to all of the terms and conditions of the Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

6. Amendment. This Assignment may be amended or modified only by a writing executed by both parties hereto.

7. Governing Law This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, irrespective of the principal place of business, residence or domicile of the parties hereto, without giving effect to any choice of or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware, unless pre-empted by the laws of the United States.

8. Parties in Interest. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Assignment, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

9. Execution. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Assignment.

* * *

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

VALENT GL CORPORATION

Assignor

By:

Name: Robin M. Demouth

Title: Vice President, General Counsel, Secretary & Treasurer

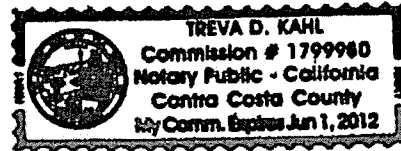
State of California)
County of Contra Costa) ss.:

On April 2, 2012 before me, Treva D. Kahl, Notary Public, personally appeared Robin M. Demouth who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Treva D. Kahl



My Commission Expires: June 1, 2012

ACCEPTED:

OMS INVESTMENTS, INC.
"Assignee"

By: _____
Name:
Title:

[ASSIGNMENT OF INTELLECTUAL PROPERTY]

SCHEDULE A
TRADEMARKS

Mark	<u>US Reg/ Unreg?</u>	<u>US Reg. No.</u>	<u>Reg. Date</u>	<u>US Reg. Expires</u>	<u>Next Fee Due</u>
	<u>Registered</u>	<u>1471159</u>	<u>05-Jan-1988</u>	<u>05-Jan-2018</u>	<u>Renewal due > 12 months</u>
	<u>Registered</u>	<u>1762245</u>	<u>06-Apr-1993</u>	<u>06-Apr-2013</u>	<u>Renewal due > 12 months</u>
Green Light	<u>Registered</u>	<u>1325267</u>	<u>19-Mar-1985</u>	<u>19-Mar-2015</u>	<u>Renewal due > 12 months</u>
Green Light	<u>Registered</u>	<u>1759315</u>	<u>23-Mar-1993</u>	<u>23-Mar-2013</u>	<u>\$500 (Renewal - § 8 & 9)</u>
Amaze	<u>Registered</u>	<u>1816338</u>	<u>11-Jan-1994</u>	<u>11-Jan-2014</u>	<u>Renewal due > 12 months</u>
Com-Pleet	<u>Registered</u>	<u>945031</u>	<u>17-Oct-1972</u>	<u>17-Oct-2012</u>	<u>\$500 (Renewal - § 8 & 9)</u>
Conquest	<u>Registered</u>	<u>1928468</u>	<u>17-Oct-1995</u>	<u>17-Oct-2015</u>	<u>Renewal due > 12 months</u>
Yard Safe	<u>Registered</u>	<u>2952792</u>	<u>17-May-2005</u>	<u>17-May-2015</u>	<u>Renewal due > 12 months</u>
Super Bloom	<u>Registered</u>	<u>943913</u>	<u>03-Oct-1972</u>	<u>03-Oct-2012</u>	<u>\$500 (Renewal - § 8 & 9)</u>
Prime Kill	<u>Registered</u>	<u>2373429</u>	<u>01-Aug-2000</u>	<u>01-Aug-2020</u>	<u>Renewal due > 12 months</u>
Portrait	<u>Registered</u>	<u>1845019</u>	<u>12-Jul-1994</u>	<u>12-Jul-2014</u>	<u>Renewal due > 12 months</u>
Wipe Out	<u>Registered</u>	<u>988190</u>	<u>16-Jul-1974</u>	<u>16-Jul-2014</u>	<u>Renewal due > 12 months</u>
Super Kill	<u>Unregistered</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Fung-Away	<u>Registered</u>	<u>1785181</u>	<u>03-Aug-1993</u>	<u>03-Aug-2013</u>	<u>Renewal due > 12 months</u>
Rose Defense	<u>Registered</u>	<u>2059936</u>	<u>06-May-1997</u>	<u>06-May-2017</u>	<u>Renewal due > 12 months</u>
Garden Professor	<u>Registered</u>	<u>1701553</u>	<u>21-Jul-1992</u>	<u>21-Jul-2012</u>	<u>\$500 (Renewal - § 8 & 9)</u>