

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
FPM Peat Moss Company Ltd.		06/11/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Sun Gro Horticulture Canada Ltd.
Street Address:	52130 RR 65
City:	Seba Beach, Alberta
State/Country:	CANADA
Postal Code:	T0E 2B0
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85448557	CREATION STATION
Registration Number:	3892313	CULTIVATE
Registration Number:	1932705	FAFARD
Registration Number:	0791642	FAFARD
Registration Number:	3938017	FAFARD
Registration Number:	4109151	GROUND RULES
Registration Number:	3126187	GROW IT BETTER WITH FAFARD PROFESSIONAL FORMULA
Registration Number:	3129181	GROW IT BETTER WITH FAFARD PROFESSIONAL QUALITY
Registration Number:	1951062	
Registration Number:	3809186	MAJESTIC EARTH
Registration Number:	3780304	MAJESTIC EARTH
Registration Number:	2051312	QUANTUM XL
Serial Number:	77736624	SCIENCE BEHIND THE ART
Serial Number:	85101104	TT

**TRADEMARK**

Serial Number:

85583640

MAJESTIC EARTH

**CORRESPONDENCE DATA**

Fax Number:

2064640125

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

Phone:

206-464-3939

Email:

sstaff@gsblaw.com

Correspondent Name:

Sarah Staff

Address Line 1:

1191 Second Avenue

Address Line 2:

Suite 1800

Address Line 4:

Seattle, WASHINGTON 98101

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

**NAME OF SUBMITTER:**

Sarah Staff

**Signature:**

/SAS/

**Date:**

11/14/2012

**Total Attachments: 9**

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## NOTICE OF TRADEMARK ASSIGNMENT

### RECITALS

**WHEREAS**, FPM Peat Moss Company Ltd. ("Assignor"), a Canadian corporation, with an address at 422 Pallot Road, Inkerman NB E8P 1B5, Canada, operates a horticultural products business under the trademarks set forth on Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "Trademarks"), and is the owner of record of all right, title and interest in the Trademarks, including, but not limited to, all common law rights, trade name rights and the right to sue and recover for the past infringement thereof;

**WHEREAS**, Sun Gro Horticulture Canada Ltd., a Canadian corporation, is the parent company of Assignor with an address at 52130 RR 65 Seba Beach, Alberta CANADA T0E 2B0, ("Assignee"), and is engaged in the horticultural products business and in closely related businesses and acquired the Trademarks and all other assets of Assignor, together with the goodwill of the business symbolized by the Trademarks and all causes of action for the past infringement thereof, pursuant to the terms of an Intellectual Property Transfer Agreement ("Transfer Agreement") dated as of June 11, 2012, excerpts of which are attached hereto as Exhibit B;

**WHEREAS**, pursuant to the Transfer Agreement, Assignee now owns all rights in the Trademarks will continue to sell horticultural products under the Trademarks; and

**WHEREAS**, Assignee seeks to reflect its ownership of the Trademarks in the official records of the United States Patent and Trademark Office, pursuant to 37 CFR Part 3;

**NOW, THEREFORE**, the undersigned hereby executes this Notice of Trademark Assignment and requests the Patent and Trademark Office record the same as provided in 37 CFR Part 3 for the purpose of documenting the transfer of all of Assignor's rights, title and

interest in the Trademarks to Assignee as contemplated by the Transfer Agreement, together with the goodwill of the business symbolized by the Trademarks, and all causes of action for the past infringement thereof.

The effective date of this assignment is June 11/12 (the "Effective Date").

DATED this 2<sup>nd</sup> day of Nov., 2012.

Sun Gro Horticulture Canada Ltd.

By

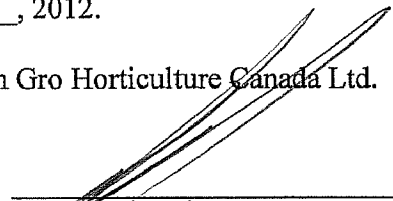







  
\_\_\_\_\_  
Print Name                      Title

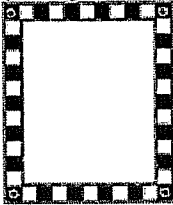


EXHIBIT A

United States Trademark Registrations

Trademark	Application No.	Registration No.
CREATION STATION	85448557	N/A
CULTIVATE	77917586	3892313
FAFARD	74523885	1932705
FAFARD (and design) 	72192994	0791642
FAFARD (and design) 	85101078	3938017
GROUND RULES	77645642	4109151
GROW IT BETTER WITH FAFARD PROFESSIONAL FORMULA (and design) 	78647405	3126187
GROW IT BETTER WITH FAFARD PROFESSIONAL FORMULA (and design) 	78647369	3129181
(Design Only) 	74630205	1951062
MAJESTIC EARTH	77724142	3809186
MAJESTIC EARTH (and	77724206	3780304

design) 		
QUANTUM XL	74630207	2051312
SCIENCE BEHIND THE ART	77736624	N/A
TT	85101104	N/A
MAJESTIC EARTH (and design) 	85583640	N/A

Canada Trademark Registrations

Trademark	Application No.	Registration No.
(Design Only) 	1019207	TMA 544100
CREATION STATION	1473126	N/A
MAJESTIC	754858(1)	N/A
MAJESTIC	0754858	TMA442908
MAJESTIC EARTH (and design) 	1018621	TMA565755
FLORA PHYTO MEDIA	827985	TMA510469
FPM	0820571	TMA511414
FPM PEAT MOSS CO. LTD. (and design) 	1326761	TMA756235
MEDIUM DE CROISSANCE	0790527	TMA539160


SELECT GROWING MEDIA		
MOUSSE DE TOURBE SELECT PEAT MOSS	0790526	TMA534539
SELECT (and design) 	0790528	TMA539156

EXHIBIT B

Excerpts From Intellectual Property Transfer Agreement

SEA\_DOCS:1074308.4



**FPM PEAT MOSS COMPANY LTD.**

**and**

**SUN GRO HORTICULTURE CANADA LTD.**

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**INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

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**JUNE 11, 2012**

**TRADEMARK  
REEL: 004900 FRAME: 0597**

## INTELLECTUAL PROEPRTY TRANSFER AGREEMENT

**THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT** is made as of the 11th day of June, 2012 by and between FPM Peat Moss Company Ltd. (the "**Transferor**") and Sun Gro Horticulture Canada Ltd. (the "**Transferee**").

**WHEREAS** the Transferor is the owner of that certain Intellectual Property as more particularly described on Schedule "A" to this Agreement;

**AND WHEREAS** the Transferor wishes to transfer, and the Transferee wishes to receive that certain Intellectual Property owned by the Transferor on the conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the premises and the mutual agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties hereto, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions

Unless otherwise defined in this Agreement, the following terms shall have the following meanings:

- (a) "**Agreement**" means this Agreement, including the Schedules and Exhibits to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;
- (b) "**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in Toronto, Ontario, Canada;
- (c) "**Intellectual Property**" means all intellectual property in all forms, including trademarks, service marks, trade dress, slogans, trade names, business names, Software and other copyright works, inventions, developments, designs, trade secrets, Know-How and domain names;
- (d) "**Intellectual Property Rights**" means any and all intellectual property rights recognized under applicable law, including patent rights, trademark rights, copyrights, design rights, rights in trade secrets, rights in Know-How and rights in registrations of domain names;

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date first written above.

**FPM Peat Moss Company Ltd.**

Per: \_\_\_\_\_

Name: David Koschitzky

Title: Vice President

**Sun Gro Horticulture Canada Ltd.**

Per: \_\_\_\_\_

Name: David Koschitzky

Title: Vice President