

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
Bell Laboratories, Inc.		10/11/2013	CORPORATION: WISCONSIN

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: 6

Property Type	Number	Word Mark
Registration Number:	1586482	TOMCAT
Registration Number:	1822300	TOMCAT
Registration Number:	2642315	TOMCAT
Registration Number:	4050944	
Registration Number:	4050957	
Registration Number:	4407921	KILL CAPTURE REPEL

CORRESPONDENCE DATA

Fax Number: 9376441568
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 937-578-1347
 Email: trademarks@scotts.com
 Correspondent Name: Karen K. Hammond
 Address Line 1: 10250 Constellation Blvd, Suite 2800
 Address Line 4: Los Angeles, CALIFORNIA 90067

CH \$165.00 1586482

ATTORNEY DOCKET NUMBER:	14-000097(+5)
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	12/04/2013
<p>Total Attachments: 12 source=TOMCAT_OMS_10112013#page1.tif source=TOMCAT_OMS_10112013#page2.tif source=TOMCAT_OMS_10112013#page3.tif source=TOMCAT_OMS_10112013#page4.tif source=TOMCAT_OMS_10112013#page5.tif source=TOMCAT_OMS_10112013#page6.tif source=TOMCAT_OMS_10112013#page7.tif source=TOMCAT_OMS_10112013#page8.tif source=TOMCAT_OMS_10112013#page9.tif source=TOMCAT_OMS_10112013#page10.tif source=TOMCAT_OMS_10112013#page11.tif source=TOMCAT_OMS_10112013#page12.tif</p>	

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Bell Laboratories, Inc., a Wisconsin corporation having offices at 3699 Kinsman Blvd., Madison, Wisconsin 53704 ("ASSIGNOR") owns all right, title and interest in and to the Consumer IP Assets (defined below); and

WHEREAS, OMS Investments, Inc., a Delaware corporation having offices at 10250 Constellation Blvd., Suite 2800, Los Angeles, California 90067 ("ASSIGNEE") is desirous of acquiring ASSIGNOR's entire right, title and interest in and to the Consumer IP Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest in and to the Consumer IP Assets.

"Consumer IP Assets" means all Intellectual Property Rights, worldwide, owned in whole or in part by ASSIGNOR that are (A) primarily related to ASSIGNOR's Consumer Business (defined below); or (B) primarily related to products, product registrations, contracts or operations of ASSIGNOR or its affiliates related to the Consumer Business and, in each case, owned by, otherwise used or licensed or sublicensed or provided pursuant to a contract to ASSIGNOR or any of its affiliates. The Consumer IP Assets include, but are not limited to, the items listed on Schedule I attached hereto. ASSIGNOR and ASSIGNEE intend that the definition of "Consumer IP Assets" as used herein be the same as the definition of "Purchased Intellectual Property" used in the Asset Purchase Agreement dated October 11, 2013 between ASSIGNOR and ASSIGNEE's affiliate, Scotts Manufacturing Company ("APA").

"Intellectual Property Rights" means all intellectual property rights of any kind, worldwide, including, without limitation, rights in, to and concerning: (1) all patents and patent applications throughout the world (including utility patents, design patents, patents of importation, improvement patents, patents and certificates of addition, and utility models), as well as existing and future divisions, reissues, reexaminations, continuations, continuations-in-part, renewals and extensions of any of the foregoing, and applications therefore, and patents which may be issued on such applications; (2) all trademarks, service marks, trade dress, logos, trade names, corporate names, domain names and/or other source identifiers, all goodwill associated with any of the foregoing, and registrations and applications for registration thereof, including all extensions, modifications and renewals of the foregoing; (3) all published and unpublished works of authorship and copyrights therein, and copyright registrations and applications for registration thereof and all renewals, extensions, restorations and reversions thereof; and (4) all know-how, trade secrets, records, marketing materials, confidential and proprietary information, technical information, ideas, inventions, discoveries, formulae, compositions, manufacturing and production processes and techniques, research and development information, reports, drawings, specifications, designs, plans, improvements, proposals, information and analytic methodology used in the development, testing, analysis, design, manufacturing and packaging of products and services, technology, software, computer programs, documentation, databases, data, mask works, business information, financial, business

and marketing plans, cost and pricing information, supplier lists and related information, sales data and plans, customer lists, customer accounts, and related information, recorded in any form.

"Consumer Business" means ASSIGNOR's business for the worldwide Consumer Market (defined below) of manufacturing and selling chemical, mechanical or electrical products intended to kill, trap or otherwise remove mice, rats, insects, rodents and moles, including, without limitation, commodity wood traps, glue traps and boards, mechanical traps and baits; and all products that have been sold by ASSIGNOR or its affiliates under the trademarks and/or domain names listed in Schedules 1(B), 1(C), and/or 1(D) for the worldwide Consumer Market.

"Consumer Market" means (x) all retailers other than agricultural retailers or professional market retailers, including, without limitation (i) all Internet retailers primarily selling and marketing products to consumers and (ii) all hardware, home improvement, do-it-yourself, grocery, convenience, drug, club, big box and other general retailers, and (y) all channels of trade distributing products to such retailers other than the agricultural distributors used as of the date hereof by ASSIGNOR in the agricultural market as scheduled in the APA.

ASSIGNOR hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Intellectual Property Assignment.

The foregoing assignment of Consumer IP Assets includes all rights to sue for past, present, and future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the Consumer IP Assets.

ASSIGNOR hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper to secure to ASSIGNEE its interest and title in the aforementioned Consumer IP Assets.

ASSIGNOR hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the Consumer IP Assets or in the preparation or prosecution of any continuation, continuation-in-part, substitute, divisional, renewal, reexamination, or reissue patent applications, or any trademark or copyright applications or registrations, or in any amendments, extensions, or interference proceedings, or other applications for patents, trademarks or copyrights of any region or country, or that may be necessary to prosecute, protect, or perfect the aforementioned Consumer IP Assets.

ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE any and all facts known to it respecting said Consumer IP Assets, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any of the Consumer IP Assets.

ASSIGNOR does hereby authorize and request the Director of the United States Patent and Trademark Office, the Director of the United States Copyright Office, and directors of

equivalent foreign intellectual property offices, to issue any and all letters patent, trademark registrations, copyright registrations, or similar rights which may be granted upon said Consumer IP Assets, or upon any improvements thereto, or any parts thereof, when granted, to said ASSIGNEE.

Intellectual Property Assignment
Bell Laboratories, Inc. - OMS Investments, Inc.

IN TESTIMONY WHEREOF, I hereunto set my hand this 11th day of OCTOBER, 2013.

Bell Laboratories, Inc. (ASSIGNOR)

By: *Steven M. Levy*

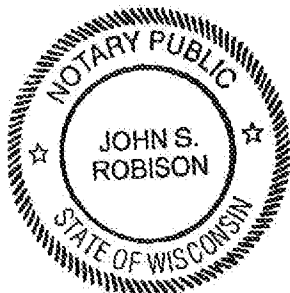
Name: Steven M. Levy

Title: President and Chief Executive Officer

County of DANE)
State of WISCONSIN) ss:

On this 11th day of OCTOBER, 2013, before me, a Notary Public in and for the County and State aforesaid, personally appeared STEVEN M. LEVY, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)



John S. Robison
Notary Public

My Commission Expires IS
PERMANENT.

[Bell Signature Page to IP Assignment Agreement]

Intellectual Property Assignment
Bell Laboratories, Inc. - OMS Investments, Inc.

OMS Investments, Inc. (ASSIGNEE)

By:  _____

Name: Luis A. Rodriguez

Title: Assistant Secretary

Date: October 11, 2013

[OMS Signature Page to IP Assignment Agreement]

**SCHEDULE 1
 CONSUMER IP ASSETS**

A. Patents

U.S. Patents and Applications

PATENT NO.	APPLICATION NO.	PUBLICATION NO.	TITLE	FILING DATE (MM/DD/YY YY)	STATUS
8,429,848	12/603,233	2011/0088308	Mole Trap	10/21/2009	Issued
7,458,182	11/564,366	2008/0120896	Live Catch Rodent Trap	11/29/2006	Issued
6,415,544	09/560,362		Rodent Trap with Entrapping Teeth	4/28/2000	Issued
D459,428	29/143,000		Multi-Catch Rodent Trap	6/5/2001	Issued
D441,828	29/113,430		Rodent Trap	11/4/1999	Issued
	12/983,725		Tamper Resistant Rodent Bait Station	1/3/2011	Pending [File 91]
	12/983,782		Rebaitable Rodent Bait Stations	1/3/2011	Pending [File 96]
	13/738,008		Retracting Tunnel Rodent Trap	1/10/2013	Pending [File 99]

Foreign Patents and Applications

APPLICATION/PUBLICATION NO.	PATENT NO.	TITLE	FILING DATE (MM/DD/YYYY)	STATUS
United Kingdom 1306919.0		Retracting Tunnel Rodent Trap	4/16/2013	Pending
Australia 2013204611		Retracting Tunnel Rodent Trap	4/12/2013	Pending

B. Trademarks

COUNTRY	APP. NO.	FILING DATE (MM/DD/YYYY)	REG. NO.	REG. DATE (MM/DD/YYYY)	NAME OF MARK	STATUS
Argentina	2.081.341	05/08/1997	1.679.356	08/11/1998	TOMCAT	Lapsed
Argentina	2.081.342	05/08/1997	1.745.109	07/17/1999	TOMCAT	Lapsed
Australia	650052	01/05/1995	650052	01/05/1995	TOMCAT	Registered
Australia	654707	03/02/1995	654707	03/02/1995	TOMCAT	Registered
Austria	AM 3103/95	06/06/1995	159 455	08/23/1995	TOMCAT	Registered
Benelux	840329	01/10/1995	566917	01/10/1995	TOMCAT	Registered
Bolivia	2786-1997	06/25/1997	73186C	07/05/1999	TOMCAT	Lapsed
Bolivia	2787-1997	06/25/1997	73177C	07/05/1999	TOMCAT	Lapsed
Canada	1,483,748	06/04/2010	TMA819,174	03/05/2012	TOMCAT	Registered
Canada	1,547,577	10/13/2011	TMA840,139	01/14/2013	Kid & Dog and Design	Registered
Canada	1,547,577	10/13/2011	TMA849,146	04/22/2013	Kid and Design	Registered
China	9970522	09/16/2011			TOMCAT	Pending
China	9970521	09/16/2011			TOMCAT	Pending
China	8027399	01/27/2010	8027399	06/14/2011	TOMCAT and Design (black and white lettering)	Registered
China	9970520	09/16/2011			TOMCAT and Design (red lettering)	Lapsed
China	9970519	09/16/2011			TOMCAT and Design (red lettering)	Pending
China	9970461	09/16/2011			TOMCAT and Design (yellow lettering)	Lapsed
China	9970460	09/16/2011			TOMCAT and Design (yellow lettering)	Pending
Colombia	97 52332	09/09/1997	207008	03/30/1998	TOMCAT	Lapsed
Colombia	97 52331	09/09/1997	207009	03/30/1998	TOMCAT	Lapsed
France	95/557.022	02/07/1995	95 557 022	02/07/1995	TOMCAT	Registered
Germany	395 01 275.9	01/12/1995	395 01 275	10/24/1995	TOMCAT	Registered
Indonesia	D9722188	10/10/1997			TOMCAT	Lapsed
Indonesia	D9722186	10/10/1997			TOMCAT	Lapsed
Ireland	0111/95	01/06/1995	163594	01/06/1995	TOMCAT	Registered
Italy	T098C002489	08/12/1998	1337539	06/06/2000	TOMCAT	Registered
Kenya			73951	02/03/2012	TOMCAT	Registered
Mexico	793869	07/12/2006	945745	07/27/2006	TOMCAT	Registered
Mexico	430651	06/13/2000	674846	10/20/2000	TOMCAT and Design (older version)	Lapsed

Intellectual Property Assignment
Bell Laboratories, Inc. - OMS Investments, Inc.

COUNTRY	APP. NO.	FILING DATE (MM/DD/YYYY)	REG. NO.	REG. DATE (MM/DD/YYYY)	NAME OF MARK	STATUS
New Zealand	765370	03/20/2007	765370	03/20/2007	TOMCAT	Registered
Norway	950835	02/09/1995	174993	07/04/1996	TOMCAT	Registered
Paraguay	9708840	05/06/1997	200946	03/09/1998	TOMCAT	Lapsed
Paraguay	9708841	05/06/1997	200623	02/24/1998	TOMCAT	Registered
Poland	Z-309334	04/10/2006	R-199259	11/29/2007	TOMCAT	Registered
Portugal	310579	05/31/1995	310579	05/31/1995	TOMCAT	Registered
Portugal	310580	05/31/1995	310580	05/31/1995	TOMCAT	Registered
South Africa	95/1293	02/02/1995	1995/01293	02/02/1995	TOMCAT	Registered
Spain	1,948,903	02/20/1995	1,948,903	01/23/1997	TOMCAT	Registered
Spain	1,948,904	02/20/1995	1,948,904	01/23/1997	TOMCAT	Registered
Sweden	95-0365	01/13/1995	306 682	12/08/1995	TOMCAT	Registered
Turkey	97/008417	06/13/1997	184814	06/13/1997	TOMCAT	Registered
United Kingdom	1579612	07/25/1994	1579612	07/25/1994	TOMCAT	Registered
United States	73/816,297	08/01/1989	1,586,482	03/13/1990	TOMCAT	Registered
United States	74/400,117	06/09/1993	1,822,300	02/22/1994	TOMCAT and Design (older version)	Registered
United States	76/289,157	07/23/2001	2,642,315	10/29/2002	TOMCAT and Design (newer version)	Registered
United States	85/975,557	11/16/2010	4,050,944	11/01/2011	Kid & Dog and Design	Registered
United States	85/975,701	11/16/2010	4,050,957	11/01/2011	Kid and Design	Registered
United States	85/606,941	04/24/2012	4,407,921	09/24/2013	KILL CAPTURE REPEL and Design	Registered
Uruguay	294956	04/28/1997	294956	01/22/1998	TOMCAT	Lapsed
Venezuela	1997-019236	09/24/1997			TOMCAT	Lapsed
Venezuela	1997-019237	09/24/1997	P208002	09/11/1998	TOMCAT	Lapsed

C. Unregistered Trademarks:

TOMCAT and Design (Older Version)



TOMCAT and Design



Kid Design Only Without Words Registered in U.S. and Canada – U.S. Registration No. 4,050,957 and Canada Registration No. TMA849,146



*"Just Look
For The Logo!"*

Kid and Dog Design Only Without Words Registered in U.S. and Canada – U.S. Registration No. 4,050,944 and Canada Registration No. TMA840,139



*"Just Look
For The Logo!"*

D. Domain Names:

DOMAIN NAME	CREATE DATE	EXPIRATION DATE	STATUS
tomcatbrand.com	10/02/2001	10/02/2017	Registered
tomcatmole.com	02/10/2012	02/10/2022	Registered
tomcatbrand.co.uk	11/21/2005	11/21/2013	Registered
tomcatbrand.net	10/02/2001	10/02/2017	Registered
tomcatbrand.org	10/02/2001	10/02/2017	Registered
tomcatbrands.com	10/10/2011	10/10/2021	Registered
tomcatbrandsconsumer.com	10/13/2011	10/13/2021	Registered
tomcateconsumer.com	10/13/2011	10/13/2021	Registered
tomcatinsect.com	07/06/2009	07/06/2014	Registered

E. Copyrights

F. Confidential, Technical and Business Information