

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eco Scraps, Inc.		12/17/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The Hawthorne Gardening Company
Street Address:	14111 Scottslawn Road
City:	Marysville
State/Country:	OHIO
Postal Code:	43041
Entity Type:	CORPORATION: OHIO DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	4117813	ECOSCRAPS
Registration Number:	4117778	CLEAN EARTH SOILS
Registration Number:	4097377	NO POOP

CORRESPONDENCE DATA	
Fax Number:	9376447568
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	937-578-1347
Email:	trademarks@scotts.com
Correspondent Name:	Karen K. Hammond
Address Line 1:	14111 Scottslawn Road
Address Line 4:	Marysville, OHIO 43041

ATTORNEY DOCKET NUMBER:	HAWTHORNE
NAME OF SUBMITTER:	Karen K. Hammond
SIGNATURE:	/karen k hammond/
DATE SIGNED:	02/03/2015

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, ECO SCRAPS, INC., a Delaware corporation having offices at c/o Peterson Partners, Inc., 2825 E. Cottonwood Parkway, Suite 400, Salt Lake City, UT 84121 ("ASSIGNOR") and THE HAWTHORNE GARDENING COMPANY, a Delaware corporation having offices at c/o The Scotts Company LLC, 14111 Scottslawn Road, Marysville, Ohio 43041 ("ASSIGNEE") are parties to that certain Asset Purchase Agreement, dated as of December 17, 2014 (the "Purchase Agreement").

WHEREAS, ASSIGNOR owns all right, title and interest in and to the Purchased Intellectual Property (defined below); and

WHEREAS, pursuant to the Purchase Agreement, ASSIGNEE is desirous of acquiring ASSIGNOR's entire right, title and interest in and to the Purchased Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereto agree as follows:

1. Definitions. Capitalized terms used herein have the meanings specified in this Section 1.

"Business" means ASSIGNOR's compost and soil business, including without limitation its business of sourcing, formulating, developing, producing, commercializing, manufacturing, marketing, selling and distributing nutrient rich garden products, including, without limitation, potting mix, compost mix and garden soil, and in some markets, animal feed, composed of food waste and other nutrient rich materials and each of the products of the foregoing business.

"Confidential Information" means all know-how, trade secrets, and confidential or proprietary information, however documented and in whatever form, whether in writing, orally, electronically, optically, magnetically, or otherwise, including, without limitation, application processes and methodologies, product specifications, data, charts, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, equipment, materials, training, controls, or quality, current and anticipated customer requirements, price lists, market studies, business plans, client and customer lists and files (including, without limitation, customer lists), historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, and publications.

"Domain Name" means each domain name set forth on Schedule A under the heading "Domain Name."

"Marks" means each trademark, and the goodwill connected with the use of and symbolized by such trademark, set forth on Schedule A under the heading "Trademarks."

"Purchased Intellectual Property" means all of ASSIGNOR's right, title and interest in and to the intellectual property related to, used in or necessary for the conduct of the Business as

conducted by ASSIGNOR, including, without limitation the Marks, the Domain Names, all Confidential Information, and all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

2. Assignment. ASSIGNOR does hereby sell, assign, transfer, convey and deliver to ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest in and to the Purchased Intellectual Property effective as of December 17, 2014.

3. Representations, Warranties and Covenants.

a. 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.

b. 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 Purchased Intellectual Property.

c. ASSIGNOR hereby further covenants and agrees that it will 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 Purchased Intellectual Property, all upon ASSIGNEE's request and at ASSIGNEE's expense.

4. Authorization. ASSIGNOR does hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all trademark registrations or similar rights which may be granted upon said Purchased Intellectual Property, or any parts thereof, when granted, to said ASSIGNEE.

5. Controlling Documents. In the event of a conflict between this Intellectual Property Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

6. Governing Law. This Intellectual Property Assignment shall be construed and interpreted according to the laws of the State of Delaware, without regard to the conflicts of law rules thereof

[SIGNATURE PAGES FOLLOW]


IN TESTIMONY WHEREOF, I hereunto set my hand this 17th day of December, 2014.

ECO SCRAPS, INC. (ASSIGNOR)

By: 


Name: Daniel Blake

Title: President and Chief Executive Officer

Witness: 

[Eco Scraps, Inc. Signature Page to IP Assignment]

THE HAWTHORNE GARDENING COMPANY (ASSIGNEE)

By: 

Name: Christopher J. Hagedorn

Title: President

Date: 12-17-14

[The Hawthorne Gardening Company Signature Page to IP Assignment]

**SCHEDULE A
PURCHASED INTELLECTUAL PROPERTY**

Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
ECOSCRAPS	85/359,612	06/29/2011	4,117,813	03/27/2012
CLEAN EARTH SOILS	85/355,490	06/24/2011	4,117,778	03/27/2012
NO POOP	85/355,467	06/24/2011	4,097,377	02/07/2012

Domain Names

www.ecoscraps.com
www.ecoscraps.net
www.ecoscraps.org