

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332872

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Country Stone, Inc.		01/30/2015	CORPORATION: IOWA COMPANY

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 COMPANY

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3330168	COUNTRY MULCH
Registration Number:	3330169	COUNTRY SOIL
Registration Number:	4089310	COUNTRY STONE

CORRESPONDENCE DATA

Fax Number: 9376447568
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.
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:	INFINITY/CSTONE
NAME OF SUBMITTER:	Karen K. Hammond
SIGNATURE:	/karen k.hammond/
DATE SIGNED:	02/23/2015

Total Attachments: 7
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EXHIBIT II

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT ("Trademark and Domain Name Assignment") is made and entered into as of January 30, 2015 (the "Effective Date"), by and between Country Stone, Inc., a company organized and existing under the laws of the state of Iowa, with offices at c/o Steven A. Nerger, Chief Restructuring Officer, Silverman Consulting, 5750 Old Orchard Road, Suite 520, Skokie, Illinois 60077 ("Assignor"), and OMS Investments, Inc., a company organized and existing under the laws of the state of Delaware, with offices at 10250 Constellation Blvd., Suite 2800, Los Angeles, California 90067 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Assignment, dated as of the date hereof, pursuant to which Assignor has assigned and agreed to assign to Assignee the Marks and Domain Names (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Trademark and Domain Name Assignment and in the Intellectual Property Assignment, the parties agree as follows:

Marks.

"Marks" means the trademarks, service marks, trade names, trade dress, logos, business names and other source or business identifiers, in word mark, stylized or design format, that are the subject of the registrations and applications listed on Attachment II-1 hereto.

"Domain Names" means the domain names listed on Attachment II-2 hereto.

Assignment.

Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks and Domain Names, and the registrations, renewals, extensions, and applications relating thereto, together with the goodwill associated with and symbolized by the Marks and Domain Names, and all rights, claims and privileges pertaining to the Marks and Domain Names, worldwide, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Marks and Domain Names, and the right to sue and recover damages for past, present and future infringement of any of the Marks and Domain Names.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark and Domain Name Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 30 day of January, 2015.

Country Stone, Inc.

OMS Investments, Inc.

By: Steven A. Nerger

By: _____

Name: STEVEN A. NERGER

Name: _____

Title: CHIEF RESTRUCTURING OFFICER

Title: _____

[Signature Page to Country Stone, Inc. Trademark and Domain Name Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark and Domain Name Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 30 day of January, 2015.

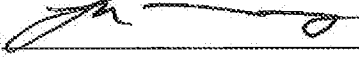
Country Stone, Inc.

By: _____

Name: _____

Title: _____

OMS Investments, Inc.

By:  _____

Name: Luis A. Rodriguez

Title: Assistant Secretary

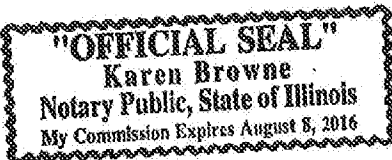
[Signature Page to Country Stone, Inc. Trademark and Domain Name Assignment]

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

On this January 30, 2015, before me, Karen Browne
Date Name and Title of the Notary
personally appeared Steven Noveck
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



WITNESS my hand and official seal.

Karen Browne
Signature of Notary Public

STATE OF)
COUNTY OF) ss.

On this _____, 2015, before me, _____
Date Name and Title of the Notary
personally appeared _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF California)
COUNTY OF Orange) ss.

On this January 29, 2015, before me, Rachel E. Stastny
Date Name and Title of the Notary

personally appeared Luis A. Rodriguez
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same
in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) 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.

Rachel E. Stastny, notary public
Signature of Notary Public

STATE OF)
COUNTY OF) ss.

On this _____, 2015, before me, _____
Date Name and Title of the Notary

personally appeared _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

Attachment II-1

Trademark	Serial Number	Registration Number	Owner
"Country Soil"	76656906	3330169	Country Stone, Inc.
"Country Mulch"	76656905	3330168	Country Stone, Inc.
"Country Stone"	76403241	4089310	Country Stone, Inc.

Attachment II-2

Domain Name	Registrant	Registered	Expiration
FWLSINC.COM			
SUMMITCITYLANDSCAPE.COM	Justin Hallgren Country Stone	11/20/2009	11/20/2014
SUMMITCITYLANDSCAPE.NET	Justin Hallgren Country Stone	11/20/2009	11/20/2014
SUMMITCITYLANDSCAPESUPPLY.COM	Justin Hallgren Country Stone	11/20/2009	11/20/2014
SUMMITCITYLANDSCAPESUPPLY.NET	Justin Hallgren Country Stone	11/20/2009	11/20/2014
SUMMITCITYLANDSCAPESUPPLYINC.COM	Justin Hallgren Country Stone	11/20/2009	11/20/2014
SUMMITCITYLANDSCAPING.COM	Justin Hallgren Country Stone	11/20/2009	11/20/2014
COUNTRYSTONESEED.COM			
COUNTRYSTONESEED.NET			
INFINITYLAWN-GARDEN.COM	Justin Hallgren Country Stone	05/20/2009	05/20/2015
INFINITYLAWNANDGARDEN.COM	Justin Hallgren Country Stone	05/20/2009	05/20/2015
INFINITYLAWNGARDEN.COM	Justin Hallgren Country Stone	05/20/2009	05/20/2015
INFINITYFERTILIZERS.COM	Justin Hallgren Country Stone	04/03/2009	04/03/2015
INFINITYFERTILIZERS.NET	Justin Hallgren Country Stone	04/03/2009	04/03/2015
INFINITYLG.COM	Justin Hallgren Country Stone	11/30/2010	11/30/2015
INFINITYLG.NET			
COUNTRYSTONE.COM	Justin Hallgren Country Stone	11/29/1999	11/29/2015
COUNTRYSTONE.NET	Justin Hallgren Country Stone	03/04/2008	03/04/2015
COUNTRYSOIL.COM	Justin Hallgren Country Stone	06/14/2008	06/14/2015
COUNTRYSOIL.NET			
AMERICANCOUNTRYSIDE.NET			
COUNTRYMULCH.COM			
COUNTRYMULCH.NET			
GARDENERSPRIDE.NET			

TRADEMARK