

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Long Island Compost Corp.		02/27/2015	CORPORATION: NEW YORK
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2635704	GREAT GARDENS A LONG ISLAND COMPOST PROD	
Registration Number:	2702442	HAMPTONS ESTATE MULCH	
Registration Number:	2857495	"GOURMET FOOD FOR YOUR GARDEN"	
Registration Number:	3112952	HAMPTONS ESTATE	
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:	LONG ISLAND OMS		
NAME OF SUBMITTER:	Karen K. Hammond		
SIGNATURE:	/karen k hammond/		
DATE SIGNED:	03/04/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated as of February 27, 2015, is by and between Long Island Compost Corp., a New York corporation having offices at 100 Urban Avenue, Westbury, New York 11590 (“Assignor”), and OMS Investments, Inc., a Delaware corporation having offices at 10250 Constellation Blvd., Suite 2800, Los Angeles, California 90067 (“Assignee”).

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

WHEREAS, 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, the parties agree as follows:

Section 1. DEFINITIONS. Capitalized terms used but not defined herein and defined in the Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Purchase Agreement. The following terms shall have the following meanings:

“Purchased Intellectual Property” means, but is not limited to, the items listed on Schedule 1 attached hereto. Assignor and Assignee intend that the definition of “Purchased Intellectual Property” as used herein be the same as the definition of “Purchased Intellectual Property” used in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Hyponex Corporation, a Delaware corporation, and, for the express purposes set forth therein, the Shareholders (together with the exhibits and schedules thereto, the “Purchase Agreement”).

Section 2. ASSIGNMENT. Effective as of the Closing, 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 Purchased Intellectual Property.

Section 3. AUTHORITY. 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 Assignment.

Section 4. ADDITIONAL RIGHTS. The foregoing assignment of Purchased Intellectual Property includes 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.

Section 5. FURTHER ASSURANCES.

(A) 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.

(B) 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 Purchased Intellectual Property or in the preparation or prosecution of any continuation, continuation-in-part, substitute, divisional, renewal, reexamination, or reissue applications, or any trademark applications or registrations, or in any amendments, extensions, or interference proceedings, or other applications for trademarks of any region or country, or that may be necessary to prosecute, protect, or perfect the aforementioned Purchased Intellectual Property.

(C) Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Purchased Intellectual Property, and, upon reasonable advance notice and with reimbursement for reasonable out-of-pocket expenses, 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.

Section 6. REGISTRATIONS. 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 trademark registrations or similar rights which may be granted upon said Purchased Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to said Assignee.

Section 7. CONFLICT. This Assignment is subject to all of the terms and conditions of the Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase 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 Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

Section 8. AMENDMENT; WAIVER. No amendment, supplement, modification or termination of this Assignment shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision of this Assignment, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 9. GOVERNING LAW. This Assignment shall be construed and interpreted according to the laws of the State of New York, without regard to the conflicts of law rules thereof.

Section 10. COUNTERPARTS. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile or portable document format (.pdf) transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

Section 11. SEVERABILITY. If any provision, clause or part of this Assignment, or the application thereof under certain circumstances, is held invalid, the remainder of this Assignment, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, I hereunto set my hand this 27th day of February, 2015.

Long Island Compost Corp. (ASSIGNOR)

By: Charles Vigliotti

Name: Charles Vigliotti

Title: President

County of NASSAU)
State of New York) ss:

On this 27th day of FEBRUARY, 2015, before me, a Notary Public in and for the County and State aforesaid, personally appeared Charles Vigliotti, 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.

Ernest T. Bartol
Notary Public

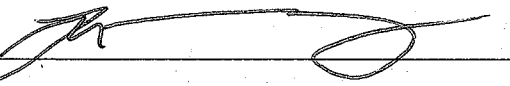
(SEAL)

My Commission Expires _____

ERNEST T. BARTOL
Notary Public, State of New York
No. 02BA0179976
Qualified in Nassau County
Commission Expires August 31, 2017

IN TESTIMONY WHEREOF, I hereunto set my hand this 27th day of February, 2015.

OMS Investments, Inc. (ASSIGNEE)

By: 

Name: Luis A. Rodriguez

Title: Assistant Secretary

County of _____)

) ss:

State of _____)

On this _____ day of _____, 2015, before me, a Notary Public in and for the County and State aforesaid, personally appeared Luis A. Rodriguez, 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)

Notary Public

My Commission Expires _____

SEE ATTACHED
ACKNOWLEDGMENT →

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

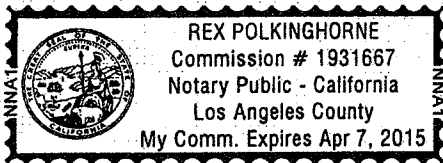
On 26 FEBRUARY 2015 before me, REX POLKINGHORNE, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared LIS A. RODRIGUEZ
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be 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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: IMMATERIAL PROPERTY ASSIGNMENT Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____


Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SCHEDULE 1
PURCHASED INTELLECTUAL PROPERTY

A. Marks

Mark	Owner	Country	Serial No.	Registration No.
HAMPTONS ESTATE	Long Island Compost Corp.	US	78/491,248	3,112,952
"GOURMET FOOD FOR YOUR GARDEN"	Long Island Compost Corp.	US	76/507,430	2,857,495
HAMPTONS ESTATE MULCH	Long Island Compost Corp.	US	76/421,840	2,702,442
	Long Island Compost Corp.	US	75/558,614	2,635,704

B. Copyrights

None

C. Patents

None