

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Infinity Lawn and Garden, Inc.		01/30/2015	COMPANY: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OMS Investments, Inc.		
<b>Street Address:</b>	10250 Constellation Blvd., Suite 2800		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86177882	COLORFUZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	937-578-1347		
<b>Email:</b>	trademarks@scotts.com		
<b>Correspondent Name:</b>	Karen K. Hammond		
<b>Address Line 1:</b>	14111 Scottslawn Road		
<b>Address Line 4:</b>	Marysville, OHIO 43041		
<b>ATTORNEY DOCKET NUMBER:</b>	INFINITY/LAWN		
<b>NAME OF SUBMITTER:</b>	Karen K. Hammond		
<b>SIGNATURE:</b>	/karen k hammond/		
<b>DATE SIGNED:</b>	03/19/2015		
<b>Total Attachments: 7</b>			
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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 Infinity Lawn and Garden, 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 3<sup>rd</sup> day of January, 2015.

Infinity Lawn and Garden, Inc.

OMS Investments, Inc.

By: Steven A. Nerger

By: \_\_\_\_\_

Name: STEVEN A. NERGER

Name: \_\_\_\_\_

Title: CHIEF RESTRUCTURING OFFICER

Title: \_\_\_\_\_

*[Signature Page to Infinity Lawn and Garden 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.

Infinity Lawn and Garden, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OMS Investments, Inc.

By:  \_\_\_\_\_

Name: Luis A. Rodriguez

Title: Assistant Secretary

*[Signature Page to Infinity Lawn and Garden 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 Nagel  
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, notary public  
Date Name and Title of the Notary

personally appeared Juis 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
"Boost Pacs"	86177900		Infinity Lawn and Garden, Inc.
"Colorfuzze"	86177882	(Dead)	Infinity Lawn and Garden, Inc.
"Kentucky 51"	85642633	(Dead)	Infinity Lawn and Garden, Inc.
"Kentucky 61"	85642688		Infinity Lawn and Garden, Inc.
"Kentucky 41"	85642576	4518380	Infinity Lawn and Garden, Inc.



Attachment II-2

None.