

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342607

<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>
The Hawthorne Gardening Company		05/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HGCI, Inc.		
<b>Street Address:</b>	3993 Howard Hughes Parkway		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89169		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85359612	ECOSCRAPS	
<b>Serial Number:</b>	85355490	CLEAN EARTH SOILS	
<b>Serial Number:</b>	85355467	NO POOP	
<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>	9375781347		
<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>	HAWTH-ECO		
<b>NAME OF SUBMITTER:</b>	Karen K. Hammond		
<b>SIGNATURE:</b>	/karen k hammond/		
<b>DATE SIGNED:</b>	05/28/2015		
<b>Total Attachments: 3</b>			
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source=Hawth_Eco to HGCI 5212015#page2.tif			

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EXHIBIT A

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, The Hawthorne Gardening Company ("Assignor"), a Delaware corporation, owns all right, title and interest in and to the Eco Scraps Intellectual Property (as defined below) purchased in connection with an Asset Purchase Agreement dated December 17, 2014 ("Purchase Agreement");

WHEREAS, the Eco Scraps Intellectual Property consists of the following intellectual property related to the Eco Scraps Business:

(a) Trademarks, service marks, trade names, brand names, corporate names, logos, trade dress or other source identifiers or indicia of goods or services, whether registered or unregistered, and all registrations and applications for registration of such, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing, including, without limitation, those set forth on Schedule A;

(b) Internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, including, without limitation, those set forth on Schedule A;

(c) Original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions, restorations, reversions and renewals of such registrations and applications;

(d) 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;

(e) Patented and patentable designs and inventions, all designs, plant and utility patents, letter patents, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications;

(f) Any and all computer programs, including operating system and applications software, implementations of algorithms and program interfaces, whether in source code or object code form; databases and all documentation relating to the foregoing, including user manuals relating to the foregoing, in each case whether owned or licensed; and

(g) 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.

WHEREAS, HGCI, Inc. ("Assignee"), a Nevada corporation, is an affiliate of Assignor and desires to acquire the Eco Scraps Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, Assignor hereby sells, assigns, and transfers to Assignee all right, title and interest in the Eco Scraps Intellectual Property effective as of April 30, 2015.

THE HAWTHORNE GARDENING COMPANY

By: 

Printed Name: Chris Hagedorn

Title: General Manager

Date: 5-21-15

SCHEDULE A

**Eco Scraps Intellectual Property**

Marks:

<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