

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vaxa Design Group, Ltd.		12/17/2015	LIMITED LIABILITY COMPANY: OHIO
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4484899	SPROUT IT	
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:	9375781347		
Email:	trademarks@scotts.com		
Correspondent Name:	Karen K. Hammond		
Address Line 1:	10250 Constellation Blvd., Suite 2800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	86007332		
NAME OF SUBMITTER:	Karen K. Hammond		
SIGNATURE:	/karen k hammond/		
DATE SIGNED:	02/18/2016		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Vaxa Design Group, Ltd., an Ohio limited liability company (“Assignor”), own all right, title and interest in and to the Intellectual Property (as defined below) purchased in connection with an Intellectual Property Purchase Agreement with an effective date of December 17, 2015 (“Purchase Agreement”);

WHEREAS, the Intellectual Property consists of the following intellectual property related to Assignor’s Business as defined in the Purchase Agreement, namely, all of Assignor’s right, title and interest in and to any and all the intellectual property related to the Business in production as of the Effective Date, including the following as well as those assets identified on Schedule A (the “Purchased Assets”) :

(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, and the goodwill connected with the use of and symbolized by any of the foregoing, including 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 the URL 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, including those relating to the website located at www.gosprout.it and the Sprout It app.

(d) In connection with the Purchased Assets, 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) Any 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 related to the Purchased Assets;

(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, included in the Purchased Assets.

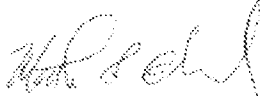
(g) All rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

WHEREAS, OMS Investments, Inc., a Delaware corporation ("Assignee") and desires to acquire the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, Assignor hereby sells, assigns, and transfers to Assignee all right, title and interest in the Intellectual Property, as of the date of the signature below ("Effective Date"). A separate, recordable assignment for the SPROUT IT trademark, which is the subject of U.S. Registration No. 4484899, is attached in Schedule B.

ASSIGNOR:

VAXA DESIGN GROUP, LTD.

By: 
Name: Matthew R Armstead
Title: Partner
Date: December 17, 2015

SCHEDULE A

Purchased Assets

1. iPad app (and related source code)
2. iPhone App (and related source code)
3. Web App (and related source code)
4. Android app (and related source code)
5. URL: GoSprout.it
6. Wordpress marketing site
7. Blog site
8. Blog post content
9. Plant Profile Content & all app related content
10. Custom Plant Illustrations
11. Photos/Images
12. Sprout it Trademark, U.S. Registration No. 4484899
13. Sprout it branding
14. User database
15. Email opt-in database
16. Sprout it Admin platform (CMS)
17. Plant task/milestone notification algorithm
18. Proprietary USDA grow zone algorithm
19. Sprout it Instagram account
20. Sprout it Pinterest account
21. Sprout it Facebook account
22. Sprout it Youtube account
23. Sprout it Twitter account

SCHEDULE B


ASSIGNMENT OF TRADEMARK AND REGISTRATION

WHEREAS, Vaxa Design Group, Ltd (“Assignor”), an Ohio limited liability company, owns all right, title and interest in and to the trademark SPROUT IT (“Trademark”). In connection with the Trademark, Assignor owns U.S. Trademark registration No. 4484899 (the “Registration”);

WHEREAS, OMS Investments, Inc. (“Assignee”), a Delaware corporation, desires to acquire the Trademark and Registration;

NOW, THEREFORE, for good and valuable consideration, Assignor hereby sells, assigns, and transfers to Assignee all right, title and interest in the Trademark and Registration, together with the goodwill symbolized by the Trademark and Registration, including all claims for damages for past infringement.

VAXA DESIGN GROUP LTD

By:  _____

Printed Name: Matthew R Armstead

Title: Partner

Date: December 17, 2015