

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OMS Investments, Inc.		04/13/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EG Systems, LLC		
<b>Street Address:</b>	14111 Scottslawn Road		
<b>City:</b>	Marysville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43041		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4124079	LAWNOPEdia	
<b>Serial Number:</b>	86810289	IT'S YOUR LAWN-IVERSARY!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Marie Renee Cita, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	15555-1522		
<b>NAME OF SUBMITTER:</b>	Marie Renee Cita		
<b>SIGNATURE:</b>	/Marie Renee Cita/		
<b>DATE SIGNED:</b>	04/14/2016		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 13, 2016, is made by OMS Investments, Inc. ("Assignor"), a Delaware corporation, located at 10250 Constellation Blvd., Suite 2800, Los Angeles, CA 90067, in favor of EG Systems, LLC ("Assignee"), an Indiana limited liability company, located at 14111 Scottslawn Road, Marysville, OH 43041. Each of Assignor and Assignee is sometimes referred to individually as a "Party" and collectively they are sometimes referred to as the "Parties."

WHEREAS, Assignor's Affiliate, The Scotts Miracle-Gro Company ("Scotts"), and TruGreen Holding Corporation ("TruGreen") have entered into that certain Contribution and Distribution Agreement dated as of December 10, 2015 (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, among other things, Scotts agreed to cause Assignor to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to all of the Marks included in the SLS Assets ("Assigned Marks"), including, without limitation, the Marks listed on the attached Schedule 1; and

WHEREAS, each capitalized term used herein has the meaning given to it in the Contribution Agreement, unless otherwise expressly defined herein.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill connected with the use of and symbolized by any of the Assigned Marks; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns and their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Registrar of Trademarks in the Canadian Intellectual Property Office, and the officials of similar or corresponding

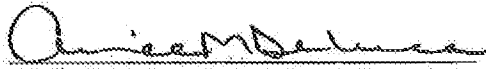
entities or agencies in any country or political subdivision throughout the world, to record and register this Trademark Assignment upon request by Assignee.

3. Further Assurances. At any time after the date hereof, Assignor hereby agrees that Assignor shall and shall cause its Affiliates and related parties to, from time to time, at Assignee's reasonable request, execute and deliver, or cause to be executed and delivered, such further instruments, documents, conveyances or assurances and perform such further acts, as Assignee may reasonably require in order to fully effect, confirm or evidence this Trademark Assignment.
4. Successors and Assigns. This Trademark Assignment and all of the provisions hereof shall be binding upon, and will inure to the benefit of, the Parties and their respective successors and permitted assigns.
5. Governing Law. This Trademark Assignment will be governed by, and construed in accordance with, the Laws of the United States in respect of trademark issues and, in all other respects, the Laws of the State of New York, without regard to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that are not mandatorily applicable by Law and would permit or require the application of the Laws of another jurisdiction.
6. Execution of Agreement. This Trademark Assignment may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same assignment. The exchange of copies of this Trademark Assignment and of signature pages by facsimile, .pdf signature, or electronic mail transmission shall constitute effective execution and delivery of this Trademark Assignment as to the Parties and may be used in lieu of the original Trademark Assignment for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed and delivered as of the date first above written.

OMS INVESTMENTS, INC.


By:   
Name: Aimee M. DeLuca  
Title: President and CEO

*[Signature Page to Short Form Trademark Assignment Agreement]*

TRADEMARK  
REEL: 005770 FRAME: 0957

Schedule 1

Assigned Marks

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. (APP.) NO.</u>	<u>REG. (APP.) DATE</u>	<u>OWNER</u>
U.S.	IT'S YOUR LAWN-IVERSARY!	(86/810289)	(11/05/2015)	OMS Investments, Inc.
U.S.	LAWNOPIEDIA	4124079	04/10/2012	OMS Investments, Inc.
U.S.	SEA	Unregistered	No application pending	OMS Investments, Inc.
U.S.	ACTION PEST	Unregistered	No application pending	OMS Investments, Inc.
U.S.		Unregistered	No application pending	OMS Investments, Inc.