

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
687925 N.B. Inc		05/02/2016	Corporation: CANADA
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:	3898426	ACADIAN GIANT	
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		
NAME OF SUBMITTER:	Karen K. Hammond		
SIGNATURE:	/karen k hammond/		
DATE SIGNED:	05/09/2016		
Total Attachments: 4			
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CH \$40.00 3898426

ASSIGNMENT OF INTELLECTUAL PROPERTY

Assignment of Intellectual Property dated May 2, 2016, between 687925 N.B. Inc. (the "Assignor") and OMS Investments, Inc. (the "Assignee").

RECITALS:

- (a) The Assignor is the lawful owner of the trade-mark identified in Schedule "A" to this Agreement (the "Trade-mark")
- (b) The Assignor is the lawful owner of the domain name "www.acadianpeat.com" (the "Domain Name", and together with the Trade-mark, the "Intellectual Property").
- (c) The Assignor wishes to transfer and assign to the Assignee all rights, title and interests in and to the Intellectual Property.

In consideration of the above and for other good and valuable consideration, the parties agree as follows:

Section 1 Assignment of Intellectual Property.

The Assignor hereby sells, assigns and transfers unto the Assignee all of the Assignor's rights, title and interests throughout the world in and to the Intellectual Property, including all registrations and applications therefor, and any and all elements of copyright which may exist therein, together with all associated goodwill, the same to be held by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of the Assignor that took place prior to the date of this assignment and the right to oppose any application to register a trade-mark which may be confusingly similar to the Trade-mark.

Section 2 Governing Law.

This agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

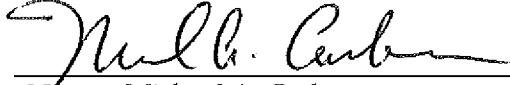
Section 3 Counterparts.

This agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this agreement.

[Remainder of page intentionally left blank. Signature page(s) follow.]

The parties have executed this Assignment Agreement.

687925 N.B. INC.

By: 
Name: Michael A. Carbonara
Title: President and Secretary

OMS INVESTMENTS, INC.

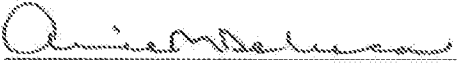
By: _____
Name: Aimee M. DeLuca
Title:

The parties have executed this Assignment Agreement.

687925 N.B. INC.

By: _____
Name: Michael A. Carbonara
Title: President and Secretary

OMS INVESTMENTS, INC.

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

[Signature Page of Assignment of Intellectual Property [OMS]]

TRADEMARK
REEL: 005789 FRAME: 0576

SCHEDULE A

Trade-mark

Serial number

Country

ACADIAN GIANT

3,898,426

United States