

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oso Technologies, Inc.		12/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Scotts Company LLC		
Street Address:	14111 Scottslawn road		
City:	Marysville		
State/Country:	OHIO		
Postal Code:	43041		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4537596		
Registration Number:	4537546	PLANTLINK	
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:	01/30/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 8th day of December, 2016 ("Effective Date") by Oso Technologies, Inc., a Delaware corporation having its principal place of business at 722 W. Killarney St., Urbana, IL 61801 or its designee ("Assignor") and The Scotts Company LLC, an Ohio limited liability company of, having its principal place of business at 14111 Scottslawn Rd., Marysville, OH 43041 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated the date hereof by and between Assignor, Assignee, certain stockholders of Assignor, and certain key employees of Assignor, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title, and interest in and to the following (the "Assigned Trademarks"):

(a) the Trademarks and the applications and registrations therefor, including, without limitation, those listed in Schedule A, together with the goodwill of the business symbolized by the Trademarks; and including, without limitation, Assignor's right, title and interest in and to:

(i) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the Trademarks including, without limitation, damages and payments for past or future infringements thereof;

(ii) the right to sue for past, present and future infringements of the Trademarks;

(iii) the right to secure registration for the Trademarks;

(iv) the right to secure all renewals, reissues, continuations, extensions and the like for the registration of the Trademarks; and

(v) all rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this

Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

OSO TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name: MERCEDES MANE
Title: PRESIDENT

Address for Notices:
Tim Hoerr
Serra Ventures, LLC
2021 S. First Street, Ste 206
Champaign IL 61820
217-819-5201
tim@serraventures.com

THE SCOTTS COMPANY LLC, an Ohio limited liability company

By: _____
Name:
Title:

Address for Notices:
The Scotts Company LLC
14111 Scottslawn Road
Marysville, Ohio 43041
Attention: Legal Department
Phone: (937) 578-5641
Fax: (937) 644-7568

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

OSO TECHNOLOGIES, INC., a Delaware corporation

By: _____

Name:

Title:

Address for Notices:

Tim Hoerr

Serra Ventures, LLC

2021 S. First Street, Ste 206

Champaign IL 61820

217-819-5201

tim@serraventures.com

THE SCOTTS COMPANY LLC, an Ohio limited liability company

By: _____ 

Name:

Title:

RANDY COLEMAN
CEO

Address for Notices:

The Scotts Company LLC

14111 Scottslawn Road

Marysville, Ohio 43041

Attention: Legal Department

Phone: (937) 578-5641

Fax: (937) 644-7568

SCHEDULE A

Assigned Trademark Registrations And Applications

Jurisdiction	Mark	Status	Trademark registration number or application serial number	Registration or Filing Date
U.S.	Plant Link logo (design)	Registered	4,537,596	May 27, 2014
U.S.	PLANT LINK	Registered	4,537,546	May 27, 2014

Assigned Unregistered Trademarks

Jurisdiction	Mark
worldwide	OSO TECHNOLOGIES
worldwide	OSO SIMPLE TECHNOLOGIES