

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monsanto Technology LLC		07/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Seamless Control LLC		
Street Address:	14111 Scottslawn Road		
City:	Marysville		
State/Country:	OHIO		
Postal Code:	43041		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3215414	RANGER PRO	
Registration Number:	2924412	RANGER PRO	
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:	14111 Scottslawn Road		
Address Line 4:	Marysville, OHIO 43041		
NAME OF SUBMITTER:	Karen K. Hammond		
SIGNATURE:	/karen k hammond/		
DATE SIGNED:	10/11/2017		
Total Attachments: 5			
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Schedule 1

Short Form Trademark Assignment Agreement

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), including all schedules attached hereto, is made effective July 28, 2017 (the "Effective Date"), by and among Monsanto Technology LLC, a Delaware limited liability company ("Assignor") and Seamless Control LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to in this Trademark Assignment each as a "Party" and collectively as the "Parties." Unless otherwise defined herein, capitalized terms used herein will have the meaning ascribed to them in that certain Investment Agreement dated as of May 17, 2017, by and among Assignor, Assignee, and SMG ITO Holdings, Inc., an Ohio corporation (the "Investment Agreement").

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor ownership of the Marks expressly identified on Exhibit A.

NOW, THEREFORE, Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign and transfer unto Assignee, all of its right, title, and interest in, to or under the Marks expressly identified on Exhibit A, including all goodwill of the business associated therewith. This Trademark Assignment may be recorded with any Governmental Authority to perfect the ownership interest of Assignee.

This Trademark Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first written above.

Assignor

Monsanto Technology LLC

By: Jennifer L. Woods
Name: Jennifer L. Woods
Title: Secretary

Assignee

Seamless Control LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first written above.

Assignor

Monsanto Technology LLC

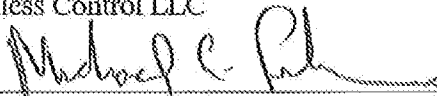
By: _____

Name: _____

Title: _____

Assignee

Seamless Control LLC

By:  _____

Name: Michael C. Lukemire

Title: President

EXHIBIT A

1. RANGER PRO-Reg. No. 3,215,414
2. RANGER PRO & design-Reg. No. 2,924,412

Schedule 2

Unregistered Trademarks

Assignor's right, title and interest, if any, in and to the following trademarks, taglines, or terms, and any goodwill associated therewith, only to the extent such rights and such goodwill exist in the Territory and in connection with ITO Uses, it being understood and agreed that Assignor and its Affiliates retain any and all rights in and to such trademarks, taglines or terms in connection with Agricultural Uses and Lawn & Garden Uses. Assignee further acknowledges and agrees that this assignment does not include any rights in respect of any infringement of any such trademarks, taglines or terms that occurred or may have occurred prior to the date of this Assignment and Assumption Agreement:

1. RANGER-Reg. No. 1,368,589
2. A CUT ABOVE THE AVERAGE WEEDKILLER
3. BEYOND PRICE
4. PROVEN, RELIABLE, SUPPORTED.
5. RAINFAST WARRANTY
6. FAST PERFORMANCE FOR THE TOUGHEST CUSTOMERS
7. ROADSIDES NEVER LOOKED SO GOOD
8. WHERE WEEDS AND WATER MEET
9. PULL A FAST ONE ON WEEDS
10. DEAD WEEDS—QUICK
11. PEACE OF MIND FOR TOUGH JOBS

Schedule 2 to the Assignment and Assumption Agreement