

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Conrad Fafard, Inc.		06/08/2012	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	FPM Peat Moss Company Ltd.
Street Address:	422 Pallot Road
City:	Inkerman
State/Country:	CANADA
Postal Code:	NB E8P 1B5
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85448557	CREATION STATION
Registration Number:	3892313	CULTIVATE
Registration Number:	1932705	FAFARD
Registration Number:	0791642	FAFARD
Registration Number:	3938017	FAFARD
Registration Number:	4109151	GROUND RULES
Registration Number:	3126187	GROW IT BETTER WITH FAFARD PROFESSIONAL FORMULA
Registration Number:	3129181	GROW IT BETTER WITH FAFARD PROFESSIONAL QUALITY
Registration Number:	1951062	
Registration Number:	3809186	MAJESTIC EARTH
Registration Number:	3780304	MAJESTIC EARTH
Registration Number:	2051312	QUANTUM XL
Serial Number:	77736624	SCIENCE BEHIND THE ART

OP \$365.00 85448557

Serial Number:

85101104

TT

CORRESPONDENCE DATA

Fax Number: 2064640125

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (206) 816-1367

Email: sstaff@gsblaw.com

Correspondent Name: Sarah Staff

Address Line 1: 1191 Second Avenue

Address Line 2: Suite 1800

Address Line 4: Seattle, WASHINGTON 98101

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Sarah Staff

Signature:

/SAS/

Date:

11/12/2012

Total Attachments: 8

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NOTICE OF TRADEMARK ASSIGNMENT

RECITALS

WHEREAS, Conrad Fafard, Inc. ("Assignor"), a Massachusetts corporation, with an address at 770 Silver Street, Agawam, MA 01001, operates a horticultural products business under the trademarks set forth on Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "Trademarks"), and is the owner of record of all right, title and interest in the Trademarks, including, but not limited to, all common law rights, trade name rights and the right to sue and recover for the past infringement thereof;

WHEREAS, FPM Peat Moss Company Ltd., a Canadian corporation, with an address at 422 Pallot Road, Inkerman NB E8P 1B5, Canada ("Assignee"), is engaged in the horticultural products business and in closely related businesses and acquired the Trademarks and all other assets of Assignor, together with the goodwill of the business symbolized by the Trademarks and all causes of action for the past infringement thereof, pursuant to the terms of an Intellectual Property Transfer Agreement ("Transfer Agreement") dated as of June 8, 2012, excerpts of which are attached hereto as Exhibit B;

WHEREAS, pursuant to the Transfer Agreement, Assignee now owns all rights in the Trademarks will continue to sell horticultural products under the Trademarks; and

WHEREAS, Assignee seeks to reflect its ownership of the Trademarks in the official records of the United States Patent and Trademark Office, pursuant to 37 CFR Part 3;

NOW, THEREFORE, the undersigned hereby executes this Notice of Trademark Assignment and requests the Patent and Trademark Office record the same as provided in 37 CFR Part 3 for the purpose of documenting the transfer of all of Assignor's rights, title and interest in the Trademarks to Assignee as contemplated by the Transfer Agreement, together with

the goodwill of the business symbolized by the Trademarks, and all causes of action for the past infringement thereof.

The effective date of this assignment is June 8/12 (the "Effective Date").






DATED this 2nd day of Nov., 2012.


FPM Peat Moss Company Ltd.

By

David Koschitzky, Vice President
Print Name Title

EXHIBIT A
United States Trademark Registrations

Trademark	Application No.	Registration No.
CREATION STATION	85448557	N/A
CULTIVATE	77917586	3892313
FAFARD	74523885	1932705
FAFARD (and design) 	72192994	0791642
FAFARD (and design) 	85101078	3938017
GROUND RULES	77645642	4109151
GROW IT BETTER WITH FAFARD PROFESSIONAL FORMULA (and design) 	78647405	3126187
GROW IT BETTER WITH FAFARD PROFESSIONAL FORMULA (and design) 	78647369	3129181
(Design Only) 	74630205	1951062
MAJESTIC EARTH	77724142	3809186
MAJESTIC EARTH (and design)	77724206	3780304

		
QUANTUM XL	74630207	2051312
SCIENCE BEHIND THE ART	77736624	N/A
TT	85101104	N/A

Canada Trademark Registrations

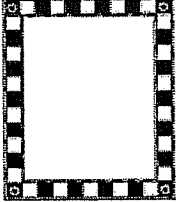

Trademark	Application No.	Registration No.
(Design Only) 	1019207	TMA 544100
CREATION STATION	1473126	N/A
MAJESTIC	754858(1)	N/A
MAJESTIC	0754858	TMA442908
MAJESTIC EARTH (and design) 	1018621	TMA565755

EXHIBIT B

Excerpts From Intellectual Property Transfer Agreement

Execution Version

CONRAD FAFARD, INC.

- and -

FPM PEAT MOSS COMPANY LTD.

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

June 8, 2012

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT is made as of the 8th day of June, 2012 by and between Conrad Fafard, Inc. (the "**Transferor**") and FPM Peat Moss Company Ltd. (the "**Transferee**").

WHEREAS Syngenta Crop Protection AG, Syngenta Crop Protection LLC, Conrad Fafard, Inc., FPM Peat Moss Company Ltd., Sun Gro Horticulture Inc., Sun Gro Horticulture Canada Ltd., and Sun Gro Holdings Inc. entered into a Master Agreement dated as of June 8, 2012 (the "**Master Agreement**") in relation to the completion of the purchase by Sun Gro Horticulture Canada Ltd. of all of the outstanding shares of the Transferee and the purchase by Sun Gro Holdings Inc. of all of the outstanding shares of the Transferor (the "**Share Purchases**");

WHEREAS one of the documents to be delivered under the Master Agreement in connection with the Share Purchases is an intellectual property transfer agreement, substantially in the form attached as to the Master Agreement;

WHEREAS in fulfillment of such delivery obligation under the Master Agreement, the Parties hereby wish to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements in this Agreement, and of other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows.

ARTICLE 1 DEFINITIONS

1.1 Definitions

Capitalized terms in this Agreement shall have the respective meanings ascribed to such terms in the Master Agreement, unless otherwise defined herein. In addition, for the purposes of this Agreement, the following terms shall have the following meanings:

- (a) "**Agreement**" means this Agreement, including the Schedules and Exhibits to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;
- (b) "**Intellectual Property**" means all intellectual property in all forms, including trademarks, service marks, trade dress, slogans, trade names, business names, Software and other copyright works, inventions, developments, designs, trade secrets, Know-How and domain names;
- (c) "**Intellectual Property Rights**" means any and all intellectual property rights recognized under Applicable Law, including patent rights, trademark rights, copyrights, design rights, rights in trade secrets, rights in Know-How and rights in registrations of domain names;

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed as of the day and year first above written.

CONRAD FAFARD, INC.

By: *Laura Westby*
Name: Laura Westby
Title: Authorized Signatory

FPM PEAT MOSS COMPANY LTD.

By: *Laura Westby*
Name: Laura Westby
Title: Authorized Signatory

Signature Page to IP Transfer Agreement