

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
AeroGrow International, Inc.		04/19/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	OMS Investments, Inc.
Street Address:	10250 Constellation Blvd.
Internal Address:	Suite 2800
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3455606	FARMER'S MARKET FRESH
Registration Number:	3525830	BIO-DOME
Registration Number:	3773031	VEGGIEPRO
Registration Number:	3633031	HERB 'N SAVE
Registration Number:	3570754	HERB 'N ICE
Registration Number:	3522253	AGS ADVANCED GROWING SYSTEM
Registration Number:	3573608	CHEF IN A BOX
Registration Number:	3573607	FLORIST IN A BOX
Registration Number:	3528760	MOUNTAIN MEADOW
Registration Number:	3592304	SPLASH OF COLOR
Registration Number:	3592303	ENGLISH COTTAGE
Registration Number:	3659815	RED VELVET
Registration Number:	3592160	HERB IT UP

CH \$590.00 3455606

Registration Number:	3568213	FLORIST IN A BOX
Registration Number:	3413666	VEG-E-GARDEN
Registration Number:	3392651	ULTIMATE KITCHEN GARDENER
Registration Number:	3389625	WALL GARDEN
Registration Number:	3389624	WALL FARM
Registration Number:	3373707	CHEF IN A BOX
Registration Number:	3376411	HERB 'N SERVE
Registration Number:	3565083	PLUG & GROW
Registration Number:	3370002	SWEET RUBIES
Registration Number:	3524683	HERB APPEAL

CORRESPONDENCE DATA

Fax Number: 9376441568
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 937-578-1347
Email: trademarks@scotts.com
Correspondent Name: Karen K. Hammond
Address Line 1: 10250 Constellation Blvd.
Address Line 2: Suite 2800
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	13-000425
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karen k hammond/
Date:	07/17/2013

Total Attachments: 13
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, AeroGrow International, Inc., a Nevada corporation having offices at 6075 Longbow Dr., Suite 200, Boulder, Colorado 80301 ("ASSIGNOR") owns all right, title and interest in and to the IP Assets (defined below); and

WHEREAS, OMS Investments, Inc., a Delaware corporation having offices at 10250 Constellation Blvd., Suite 2800, Los Angeles, California 90067 ("ASSIGNEE") is desirous of acquiring ASSIGNOR's entire right, title and interest in and to the IP Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest in and to the IP Assets.

"IP Assets" means all intellectual property rights of any kind, worldwide, owned in whole or in part by ASSIGNOR, that are associated with Assignor's products, including rights in, to and concerning: (a) all patents and patent applications throughout the world (including utility patents, design patents, patents of importation, improvement patents, patents and certificates of addition, and utility models), as well as existing and future divisions, reissues, reexaminations, continuations, continuations-in-part, renewals and extensions of any of the foregoing, and applications therefore, and patents which may be issued on such applications, (b) all trademarks, service marks, trade dress, logos, trade names, corporate names, domain names and/or other source identifiers, all goodwill associated with any of the foregoing, and registrations and applications for registration thereof, including all extensions, modifications and renewals of the foregoing; except for ASSIGNOR'S AEROGROW and AEROGARDEN trademarks which shall continue to be owned by ASSIGNOR, (c) all published and unpublished works of authorship and copyrights therein, and copyright registrations and applications for registration thereof and all renewals, extensions, restorations and reversions thereof; and (d) all know-how, trade secrets, confidential and proprietary information, ideas, inventions, discoveries, formulae, compositions, manufacturing and production processes and techniques, research and development information, reports, drawings, specifications, designs, plans, improvements, proposals, information and analytic methodology used in the development, testing, analysis, design, manufacturing and packaging of products and services, technology, software, computer programs, documentation, databases, data, mask works, financial, business and marketing plans, cost and pricing information, supplier lists and related information, sales data and plans, customer lists, customer accounts, and related information, recorded in any form. IP Assets includes, but is not limited to, the items listed on Schedule 1 attached hereto.

ASSIGNOR hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Intellectual Property Assignment.

The foregoing assignment of IP Assets includes all rights to sue for past, present, and future infringement, including the right to collect and receive any damages, royalties, or

settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the IP Assets.

ASSIGNOR hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper to secure to ASSIGNEE its interest and title in the aforementioned IP Assets.

ASSIGNOR hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the IP Assets or in the preparation or prosecution of any continuation, continuation-in-part, substitute, divisional, renewal, reexamination, or reissue applications or in any amendments, extensions, or interference proceedings, or other applications for patents of any region or country, or that may be necessary to prosecute, protect, or perfect the aforementioned IP Assets.

ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE any and all facts known to it respecting said IP Assets, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take an actions that may be necessary or desirable to perfect the title to any of the IP Assets.

ASSIGNOR does hereby authorized and request the Director of the United States Patent and Trademark Office, the Director of the United States Copyright Office, and directors of equivalent foreign intellectual property offices, to issue any and all letters patent, trademark registrations, copyright registrations, or similar rights which may be granted upon said IP Assets, or upon any improvements thereto, or any parts thereof, when granted, to said ASSIGNEE.

IN TESTIMONY WHEREOF, I hereunto set my hand this 19th day of April, 2013. This Assignment shall be effective April 22, 2013.

AeroGrow International, Inc. (ASSIGNOR)

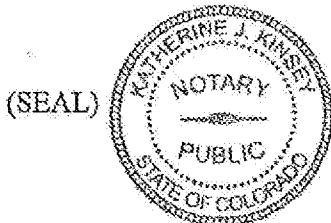
By: J. Michael Wolfe

Name: J. Michael Wolfe

Title: President & CEO

County of Boulder)
State of Colorado) ss:

On this 19th day of April, 2013, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. Michael Wolfe, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.



My Commission Expires July 29, 2015

Katherine Kinsey
Notary Public

My Commission Expires 7/29/2015

IN TESTIMONY WHEREOF, I hereunto set my hand this 22nd day of April, 2013.

OMS Investments, Inc. (ASSIGNEE)

By: [Signature]

Name: Luis A. Rodriguez

Title: Assistant Secretary

~~County of Orange)
State of California) ss:~~

~~On this 22 day of April, 2013, before me, a Notary Public in and for the County and State aforesaid, personally appeared Luis A. Rodriguez, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.~~

(SEAL)

~~Notary Public~~

~~My Commission Expires _____~~

See attached CA All-Purpose
Acknowledgement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

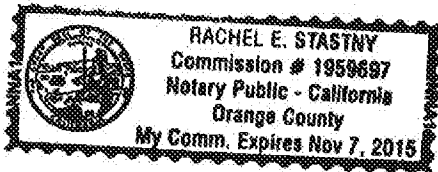
State of California

County of Orange

On April 22, 2013 before me, Rachel E. Stastny, notary public

personally appeared Luis A. Rodriguez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Rachel E. Stastny, notary public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

**SCHEDULE 1
IP ASSETS**

A. Patents

U.S. Patents and Applications

PATENT NO.	APPLICATION NO.	PUBLICATION NO.	TITLE	FILING DATE (MM/DD/YY)	STATUS
-	10/714,786	2005/0102895	Soil-Less Support Medium and Method for Germinating a Seed	11/17/2003	Abandoned
-	11/079,054	2005/0241231	Methods and Devices for Promoting the Growth of Plant Air Roots	03/14/2005	Abandoned
-	11/098,176	2005/0246954	Devices and Methods for Growing Plants	04/04/2005	Abandoned
-	11/111,553	2005/0246955	Devices and Methods for Growing Plants	04/21/2005	Abandoned
-	11/112,269	2005/0257424	Devices and Methods for Growing Plants	04/22/2005	Abandoned
-	10/528,110	2006/0179711	Devices and Methods for Growing Plants	07/15/2005	Abandoned
D586,688	29/235,880	-	Indoor Gardening Appliance	08/08/2005	Patented
7,818,916	11/321,023	2006/0254332	PH Buffered Plant Nutrient Compositions and Methods for Growing Plants	12/28/2005	Patented
-	11/321,368	2006/0254138	Devices and Methods for Growing Plants by Measuring Liquid or Nutrient Usage Rate	12/28/2005	Abandoned

Intellectual Property Assignment
AeroGrow International, Inc. - OMS Investments, Inc.

PATENT NO.	APPLICATION NO.	PUBLICATION No.	TITLE	FILING DATE (MM/DD/YY)	STATUS
-	11/455,364	2006/0272210	Smart Garden Device and Methods for Growing Plants	06/19/2006	Abandoned
-	11/653,121	2007/0271841	Devices and Methods for Growing Plants	01/12/2007	Abandoned
8,261,486	11/654,164	2007/0271842	Systems and Methods for Controlling Liquid Delivery and Distribution to Plants	01/16/2007	Patented
-	11/895,972	2008/0078118	Master Gardener Baskets and Methods for Growing Plants	08/28/2007	Abandoned
D604,196	29/292,564	-	Indoor Gardening Appliance	10/17/2007	Patented
D604,197	29/293,343	-	Indoor Gardening Appliance	11/16/2007	Patented
-	12/002,543	2008/0276534	Devices and Methods for Growing Plants by Measuring Liquid Consumption	12/17/2007	Abandoned
-	12/073,984	2008/0282610	Devices and Methods for Growing Plants	03/12/2008	Abandoned
-	12/073,985	2008/0222949	Devices and Methods for Growing Plants	03/12/2008	Abandoned
-	12/073,987	2008/0155894	Soil-Less Seed Support Medium and Method for Germinating a Seed	03/12/2008	Abandoned
-	12/261,821	2009/0151248	Devices and Methods for Growing Plants	10/30/2008	Abandoned

Intellectual Property Assignment
AeroGrow International, Inc. - OMS Investments, Inc.

PATENT NO.	APPLICATION NO.	PUBLICATION NO.	TITLE	FILING DATE (MM/DD/YY)	STATUS
8,091,275	12/911,590	2011/0036009	PH Buffered Plant Nutrient Compositions and Methods for Growing Plants	10/25/2010	Patented

Foreign Patents and Applications

APPLICATION/PUBLICATION NO.	PATENT NO.	TITLE	PUBLICATION DATE (MM/DD/YYYY)	STATUS
PCT/US2004/030168	WO 2005/055700	Devices and Methods for Growing Plants	06/23/2005	Abandoned

B. Copyrights

REG. No.	DESCRIPTION	REG. DATE (MM/DD/YYYY)	STATUS
VA0001674819	Cascading Petunias Seed Kit	09/28/2007	Registered
TX0006833384	Cascading Petunias Tending & Harvesting Guide	09/28/2007	Registered
VA0001674791	Cherry Tomato Seed Kit	09/28/2007	Registered
TX0006833400	Cherry Tomato Tending & Harvesting Guide	09/28/2007	Registered
VA0001676754	Chili Pepper Seed Kit	09/28/2007	Registered
TX0006833387	Chili Pepper Tending & Harvesting Guide	09/28/2007	Registered
VA0001674792	French Herb Seed Kit	09/28/2007	Registered
TX0006833392	French Herb Tending & Harvesting Guide	09/28/2007	Registered
VA0001676784	Gourmet Herb Seed Kit	09/28/2007	Registered
TX0006833397	Gourmet Herb Tending & Harvesting Guide	09/28/2007	Registered
VA0001674803	Grow Bulbs (2)	09/28/2007	Registered
VA0001674808	Grow Bulb (1)	09/28/2007	Registered
TX0006833380	Herb Appeal	09/28/2007	Registered
PA0001602428	Herb Appeal	09/28/2007	Registered
VA0001674793	International Basil Seed Kit	09/28/2007	Registered
TX0006833407	International Basil Tending & Harvesting Guide	09/28/2007	Registered
VA0001674799	Italian Herb Seed Kit	09/28/2007	Registered
TX0006833410	Italian Herb Tending & Harvesting Guide	09/28/2007	Registered
VA0001674800	Japanese Herb Seed Kit	09/28/2007	Registered
TX0006833412	Japanese Herb Tending & Harvesting Guide	09/28/2007	Registered
VA0001676787	Master Gardener Deluxe	09/28/2007	Registered
TX0006833139	Master Gardener Deluxe Guide	09/28/2007	Registered
TX0006833376	Quick Start Guide	09/28/2007	Registered
TX0006833137	Salad Bar Series Tending & Harvesting Guide	09/28/2007	Registered

C. Trademarks

REG. No.	SERIAL NO.	NAME OF MARK	FILING DATE (MM/DD/YYYY)	STATUS
-	78955692	GROWNOW	08/18/2006	Abandoned
-	78955675	MINIGARDEN	08/18/2006	Abandoned
3455606	78882877	FARMER'S MARKET FRESH	05/12/2006	Active
-	78874379	INTERNATIONAL GOURMET	05/02/2006	Abandoned
-	78836826	FARMER'S MARKET IN YOUR KITCHEN	03/14/2006	Abandoned
-	78836758	OFF THE PLANT AND INTO THE POT	03/14/2006	Abandoned
-	78836736	CUT & COOK	03/14/2006	Abandoned
3525830	78836718	BIO-DOME	03/14/2006	Active
-	78836659	WE GROW GREEN THUMBS	03/14/2006	Abandoned
-	78836577	AEROPOD	03/14/2006	Abandoned
-	78781094	KITCHENHARVEST	12/27/2005	Abandoned
-	78697306	KITCHEN SMART	08/22/2005	Abandoned
-	78671280	FARMERS MARKET FRESH	07/15/2005	Abandoned
-	77720608	AEROFOOD	09/01/2009	Abandoned
-	77655735	GROW ANYTHING, ANYTIME, ANYWHERE	01/23/2009	Abandoned
3773031	77651442	VEGGIEPRO	01/16/2009	Active
-	77584019	GREENSPACE	10/02/2008	Abandoned
-	77550972		08/19/2008	Abandoned
-	77550953	GIFT THAT KEEPS ON GROWING	08/19/2008	Abandoned
-	77550941	FRESH AIR	08/19/2008	Abandoned
3633031	77550915	HERB 'N SAVE	08/19/2008	Active
-	77478932	SLEEPGARDEN	05/20/2008	Abandoned
3570754	77476610	HERB 'N ICE	05/16/2008	Active
-	77464412	PATIOPONICS	05/02/2008	Abandoned
-	77440754	PLANT PILLOW	04/04/2008	Abandoned
-	77347256	MASTER CHEF IN A BOX	12/07/2007	Abandoned
3522253	77347195	AGS ADVANCED GROWING SYSTEM	12/07/2007	Active
3573608	77304572	CHEF IN A BOX	10/15/2007	Active
3573607	77304513	FLORIST IN A BOX	10/15/2007	Active
-	77304325	ADAPTIVE INTELLIGENCE	10/15/2007	Abandoned
-	77304131	SNIP IT CHOP IT HERB IT UP!	10/15/2007	Abandoned
-	77304079		10/15/2007	Abandoned

Intellectual Property Assignment
AeroGrow International, Inc. - OMS Investments, Inc.

REG. No.	SERIAL NO.	NAME OF MARK	FILING DATE (MM/DD/YYYY)	STATUS
-	77304040	ORGANIC AIR	10/15/2007	Abandoned
-	77304030	AERO-FRESH	10/15/2007	Abandoned
3528760	77304010	MOUNTAIN MEADOW	10/15/2007	Active
3592304	77303344	SPLASH OF COLOR	10/12/2007	Active
3592303	77303340	ENGLISH COTTAGE	10/12/2007	Active
-	77303337	WHITE SATIN	10/12/2007	Abandoned
3659815	77303332	RED VELVET	10/12/2007	Active
-	77301478	CORNER MARKET	10/11/2007	Abandoned
-	77238322	HERB IT & SERVE IT	07/25/2007	Abandoned
3592160	77238309	HERB IT UP	07/25/2007	Active
-	77229666	MINIGARDEN	07/13/2007	Abandoned
-	77202957	AEROFLOWER	06/11/2007	Abandoned
3568213	77185032	FLORIST IN A BOX	05/18/2007	Active
3413666	77170403	VEG-E-GARDEN	05/01/2007	Active
-	77154135	GET THE GARDEN	04/11/2007	Abandoned
-	77144237	PRODUCE PANTRY	03/29/2007	Abandoned
-	77142761	EDIBLE PANTRY	03/28/2007	Abandoned
-	77132485	ULTIMATE KITCHEN GARDEN	03/15/2007	Abandoned
3392651	77132449	ULTIMATE KITCHEN GARDENER	03/15/2007	Active
-	77130024	PET NET	03/13/2007	Abandoned
3389625	77129826	WALL GARDEN	03/13/2007	Active
3389624	77129806	WALL FARM	03/13/2007	Active
-	77129677	ADAPTIVE GROWTH INTELLIGENCE	03/13/2007	Abandoned
3373707	77127173	CHEF IN A BOX	03/09/2007	Active
3376411	77095536	HERB 'N SERVE	01/31/2007	Active
-	77070519	EVEN BETTER THAN ORGANIC	12/22/2006	Abandoned
3565083	77058534	PLUG & GROW	12/06/2006	Active
3370002	77058522	SWEET RUBIES	12/06/2006	Active
-	77045993	STRAWBERRY PATCH	11/16/2006	Abandoned
3524683	77045636	HERB APPEAL	11/16/2006	Active
-	77009465	BIOTRANSPORT	09/28/2006	Abandoned
-	77007729	GREEN THUMB GUARANTEE	09/26/2006	Abandoned

Domain Names:

DOMAINNAME	CREATEDATE	EXPIRATIONDATE	STATUS
365GARDENING.COM	10/27/2008	10/27/2013	Active
AEROGR.COM	5/14/2010	5/14/2013	Active
AGIMARKETING.COM	2/24/2005	7/1/2013	Active
BUYTHEGARDEN.COM	8/29/2006	8/29/2013	Active
GETTHEGARDEN.COM	8/29/2006	8/29/2013	Active

Intellectual Property Assignment
AeroGrow International, Inc. - OMS Investments, Inc.

DOMAINNAME	CREATEDATE	EXPIRATIONDATE	STATUS
GROWFLOWERS.CA	6/22/2011	6/22/2013	Active
GROWFRESH.COM	10/30/2006	7/1/2013	Active
GROWFRESHNOW.COM	6/7/2007	6/7/2013	Active
GROWNOW.COM	6/14/2004	6/14/2013	Active
INDOORGARDENDEAL.COM	11/11/2009	11/11/2013	Active
INDOORGARDENDEALS.COM	11/17/2009	11/17/2013	Active
ULTIMATEKITCHENGARDEN.COM	6/12/2007	6/12/2013	Active
ULTIMATEKITCHENGARDENER.COM	6/12/2007	6/12/2013	Active

D. Technical Information

Software rights for AeroGarden ULTRA software, and the programs and operational settings for all AeroGrow gardens, are owned by AeroGrow. The software may control grow-light timer settings, pump/bubbler settings, nutrient timer settings, bulb-replace timer settings, garden-type settings, and alert LEDs. The ULTRA adds customizability, time-sensitive tips, and a detailed user interface and control screen. There is no relevant documentation.

List of software: AG ULTRA, AG Extra, AG 7, Pro 100, AG 6, Space Saver 6, AG3, Ultimate Kitchen Garden, and Veggie Pro (including source code)