

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contech Enterprises Inc.		05/06/2015	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: 8			
Property Type	Number	Word Mark	
Registration Number:	3045478	CATSTOP	
Registration Number:	3578441	PHEROMATE	
Registration Number:	3786546	PHEROBOAR	
Registration Number:	3983810	RAINFOREST	
Registration Number:	2072647	SCARECROW	
Registration Number:	3028461	SQUIRRELSTOP	
Registration Number:	3951711	SUPER BOOST	
Registration Number:	1762272	TANGLE-TRAP	
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		
ATTORNEY DOCKET NUMBER:	CONTECH 8TM		
NAME OF SUBMITTER:	Karen K. Hammond		

CH \$215.00 3045478

SIGNATURE:	/karen k hammond/
DATE SIGNED:	07/01/2015
Total Attachments: 4 source=CONTECH Trademark Assignment#page1.tif source=CONTECH Trademark Assignment#page2.tif source=CONTECH Trademark Assignment#page3.tif source=CONTECH Trademark Assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made, entered into and effective as of this 6 day of May, 2015, by Deloitte Restructuring Inc., in its capacity as court-appointed receiver of the assets, undertakings, and properties of Contech Enterprises Inc. ("Assignor") in favour of OMS Investments, Inc. ("Assignee"), whose registered office is at 10250 Constellation Boulevard, Suite 2800, Los Angeles, California, 90067.

WHEREAS, Assignor and Assignee each executed a Purchase and Sale Agreement, dated as of April 15, 2015, (the "Purchase Agreement"), providing for the sale of certain assets, including the Assigned Trademarks (defined below), from Assignor to Assignee, and requiring that Assignor execute this Assignment;

WHEREAS, Deloitte Restructuring Inc. has been appointed receiver over the assets, undertakings and properties of Assignor, and is thereby authorized to deal with the Assignor's assets;

WHEREAS, Assignee is desirous of acquiring all right, title and interest to the trademarks and the associated applications and registrations identified in Schedule "A" attached hereto (the "Assigned Trademarks"), and all of their associated goodwill;

NOW THEREFORE, for good and valuable consideration, including the execution of the Purchase Agreement by Assignor and Assignee, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor confirms the sale of the Assigned Trademarks pursuant to the terms and conditions of the Purchase Agreement, and hereby sells, assigns and transfers to Assignee, its assigns and successors, the entire right, title and interest in and to Assigned Trademarks, together with all of the goodwill attaching to the Assigned Trademarks, the same to be held and enjoyed by Assignee as fully and completely as the same could have been held and enjoyed by the Assignor if this assignment had not been made, including the assignment of the right to take action and recover for damages, profits and costs arising from any past, present and future infringements of the Assigned Trademarks, and the right to oppose any application to register a trademark which may be confusingly similar to one of the Assigned Trademarks.
2. Further Assurances. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions.

[SIGNATURE PAGES FOLLOW]

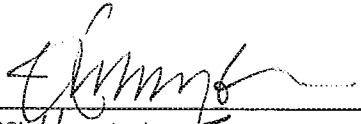
Assignment of Trademarks

EXECUTED at VANCOUVER, on this 5th day of May, 2015.

ASSIGNOR: DELOITTE RESTRUCTURING INC.,

in its capacity as court-appointed receiver of the assets and undertakings of Contech Enterprises Inc. and not in its personal capacity,

by its authorized signatory:


Name: Huey Lee

Title: SENIOR VICE PRESIDENT

Before me, a notary public in and for the Province of British Columbia, on this 5 day of May, 2015, personally appeared Huey Lee, who acknowledged to me that he she is the Senior Vice President of Deloitte Restructuring Inc., in its capacity as court-appointed receiver of the assets and undertakings of Contech Enterprises Inc. and not in its personal capacity, who executed the within Assignment on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

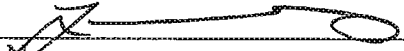


LISA C. HIEBERT
Barrister & Solicitor
BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre, 200 Burrard Street
P.O. Box 48600, Vancouver, Canada V7X 1T2
604-632-3425

Assignment of Trademarks

EXECUTED at Los Angeles, CA, on this 1st day of May, 2015.

ASSIGNEE: OMS INVESTMENTS, INC.


Name: _____

Assistant Secretary
Title: _____

SCHEDULE A

Trademark	Country	Application No.	Registration No.
BETTER PRODUCTS FOR A BETTER WORLD	Canada	1404081	TMA749533
CATSTOP	Canada	1220621	TMA693875
CATSTOP	USA	78/502,664	3045478
PHERO TECH	Canada	642745	TMA408961
PHEROBOAR	Canada	1324199	TMA712551
PHEROBOAR	USA	77/053469	3786546
PHEROMATE	Canada	1343708	TMA711208
PHEROMATE	USA	77/159984	3578441
PHEROTRAP	Canada	1335821	TMA735822
"RAINFOREST" AND HEART WITH LEAF DESIGN	Canada	1476692	TMA788331
"RAINFOREST" AND GREEN HEART SHAPE LOGO	USA	85/016,302	3983810
SCARECROW	USA	75002967	2072647
SLUGSAWAY	Canada	1292223	TMA689156
SLUGSAWAY	USA	78/962912	3407323
SQUIRELSTOP	USA	78/502,707	3028461
SUPER BOOST	USA	77/832,619	3951711
SUPERBOOST	Canada	1452613	TMA774183
TANGLEFOOT	Canada	130446	TMDA40558
TANGLEFOOT	USA	72/272,990	851266
TANGLE-TRAP	USA	74/306,592	1762272
THE ORIGINAL WASPINATOR	Canada	1254894	TMA663826
TREE TANGLEFOOT PEST BARRIER	USA	74/439,050	1970746