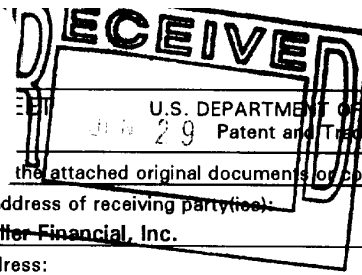


MKD 6-29-98

07-08-1998



Form PTO-1594 (Rev. 6-93)



100755827

To the Honorable Commission

the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Garden Grow Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Oregon
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Heller Financial, Inc.
Internal Address: _____
Street Address: 500 West Monroe Street
City: Chicago State: Illinois ZIP: 60661
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 1, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/355,797; 75/355,752; 75/356,406; 75/111,407;
75/111,479

B. Trademark Registration
No.(s)
See attached Exhibit A.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Heidi L. Sachs
Internal Address: Perkins Coie

Street Address: 1201 Third Avenue, 40th Floor

City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved: **32**

7. Total fee (37 CFR 3.41):..... \$ **815.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heidi L. Sachs

June 23, 1998

Name of Person Signing

Signature

Date

07/02/1998 JSH/DAZZ 00000045 75355797

Total number of pages comprising cover sheet, attachments and document: **13**

01 FC:481
02 FC:482

40.00 OP
775.00 OP

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EXHIBIT A

TRADEMARK REGISTRATIONS

Trademark Registrations

Trademark	Registration No.	Registration Date
FISH-ILIZER and Design	695,150	3/29/60
ENVEE	781,582	12/15/64
BLACK MAGIC	1,025,987	12/2/75
GENIE Design	1,071,229	8/16/77
GREEN SCENE	1,241,715	6/14/83
HAPPY GARDENER and Design	1,091,235	5/16/78
LILLY MILLER and Design	1,116,781	4/24/79
LILLY MILLER	1,116,782	4/24/79
FOR ALL YOU NEED TO GROW! and Design	1,140,572	10/21/80
LILLY MILLER FALL & WINTER CARE and Design	1,146,979	2/17/81
LILLY MILLER PLANTING & GROWING FOOD and Design	1,146,980	2/17/81
HIGH PERFORMANCE	1,181,701	12/15/81
LILLY RICH HIGH PERFORMANCE L and Design	1,187,250	1/26/82
LILLY MILLER SUPER RICH L and Design	1,187,251	1/26/82
VITA-START	1,222,242	1/4/83
WHACK	1,244,123	7/5/83
NOXALL	1,258,193	11/22/83

Trademark	Registration No.	Registration Date
MICROCOP	1,347,153	7/9/85
HOSE 'N GO	1,455,970	9/8/87
ULTRAGREEN	1,509,736	10/25/88
COOKE	1,613,429	9/18/90
COVENTRY GARDENS	1,696,736	6/23/92
PENATURF	1,792,246	9/14/93
GROW SMART	1,843,999	7/12/94
ROSE SOCIETY	1,951,634	1/23/96
FEED & SHIELD	2,045,716	3/18/97
ULTRALIME	2,063,637	5/20/97

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "**Assignment**") is made as of the 1st day of June, 1998, between The Garden Grow Company, an Oregon corporation ("**Assignor**"), and Heller Financial, Inc., a Delaware corporation as agent for the Lenders parties to the Loan Agreement described below ("**Agent**").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith between Assignor, as borrower, certain financial institutions and their respective successors and Eligible Assignees (the "**Lenders**"), and Agent, as agent and a Lender (as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Agent and Lenders have agreed to make certain loans and extend certain other financial accommodations to Assignor;

WHEREAS, the Loan Agreement grants to Agent on behalf of Lenders a continuing security interest in certain of Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given them in the Loan Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to Agent on behalf of Lenders a continuing security interest in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) Patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and

future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) Copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”);

(c) Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); and

(d) All rights corresponding to any of the foregoing throughout the world and the goodwill of the Assignor’s business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Assignment, Assignor hereby assigns, transfers and conveys to Agent on behalf of Lenders all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent, Lenders and their respective successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Assignor or any other Person by Agent or any Lender (except that if Agent or any Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by the Assignor. The Assignor shall provide Agent on a quarterly basis with a list of all new

federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights, trademarks and applications shall be subject to the terms and conditions of the Loan Agreement, as applicable, and this Assignment.

4. Effect on Loan Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, AGENT AND LENDERS SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT THE ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

7. CONSENT TO JURISDICTION. THE ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. THE ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY

DEFENSE OF FORUM NON CONVENIENS. THE ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH ASSIGNOR AT THE ADDRESS SET FORTH ON THE SIGNATURE PAGE OF THIS ASSIGNMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. JURY TRIAL WAIVER. ASSIGNOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT OR THE LOAN AGREEMENT. ASSIGNOR AND AGENT EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS ASSIGNMENT AND THE LOAN AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND AGENT HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY TO REVIEW THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

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

THE GARDEN GROW COMPANY

Address: 6500 Hanna Road
Independence, Oregon 97351

By: Shirley M. Braunstein
Name: Shirley M. Braunstein
Title: Secretary

Accepted and Agreed to:

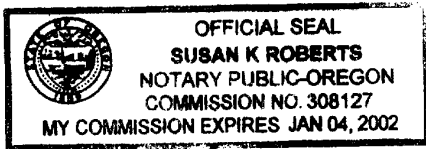
HELLER FINANCIAL, INC.
500 West Monroe Street
Chicago, Illinois 60661

By: John H. Hoover
Name: John H. Hoover
Title: V.P.

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On June 1, 1998, before me, Susan Roberts Notary Public, personally appeared Stanley Braumstein, personally known to me (or 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.

WITNESS my hand and official seal.



Susan K. Roberts
Notary Public for Oregon
My Commission Expires: 1/4/02

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Notary Public for Oregon
My Commission Expires: _____

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Patents: None.

Patent Applications: None.

SCHEDULE B

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations: None.

Copyright Applications: None.

SCHEDULE C

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Trademark	Registration No.	Registration Date
FISH-ILIZER and Design	695,150	3/29/60
ENVEE	781,582	12/15/64
BLACK MAGIC	1,025,987	12/2/75
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LILLY MILLER	1,116,782	4/24/79
FOR ALL YOU NEED TO GROW! and Design	1,140,572	10/21/80
LILLY MILLER FALL & WINTER CARE and Design	1,146,979	2/17/81
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COOKE	1,613,429	9/18/90
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PENATURF	1,792,246	9/14/93
GROW SMART	1,843,999	7/12/94
ROSE SOCIETY	1,951,634	1/23/96
FEED & SHIELD	2,045,716	3/18/97
ULTRALIME	2,063,637	5/20/97

Pending "Use Based" Applications

Trademark	Serial No.	Filing Date
WHITNEY FARMS	75/355,797	9/10/97

Pending "Intent-to-Use" Applications

Trademark	Serial No.	Filing Date
CLAY BUSTER	75/355,752	9/10/97
MOSS STOP	75/356,406	9/10/97
PARA SU HUERTO FAMILIAR	75/111,407	5/29/96
PARA SU JARDIN and Design	75/111,479	5/29/96

STATE OF CALIFORNIA)
)
) SS
COUNTY OF LOS ANGELES)

On May 30 1998 before me, Arturo G. Valencia, Notary Public, personally appeared Joan Heggen McMahon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Arturo G. Valencia
SIGNATURE OF NOTARY PUBLIC



Assignment For Security of Patents,
Trade marks and Copy rights -
(9 PGS)