

12-28-1998

Form PTO-1594
1-31-92

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SHEET
LYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please see the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Alphaflora Imports, Inc.</p> <p><input type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Illinois <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Bankers Trust Company</u> Internal Address: _____ Street Address: <u>One Bankers Trust Plaza, 130 Liberty Street</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10006</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation- <u>New York</u> <input type="checkbox"/> Other _____</p> <p>If assigner is not domiciled in the United States, a domestic representative designation is attached: _____ (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>October 2, 1998</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>Trademark Registration No.(s): 1,938,823 1,992,56 2,058,585 1,983,60</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kimberly Miller</u> Internal Address: <u>White & Case LLP</u></p> <p>Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036</u></p>	<p>6. Total number of applications and registration involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41): \$ <u>115.00</u> <input checked="" type="checkbox"/> Enclosed Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

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DO NOT USE THIS SPACE

<p>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.</p> <p><u>Kimberly V. Miller</u> Name of Person Signing</p>	<p><u>[Signature]</u> Signature</p> <p><u>12/28/98</u> Date</p> <p>Total number of pages comprising cover sheet: <u>1</u></p>
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OMB No. 0651-0011 (exp. 4/94)

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.

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Alphaflora Imports, Inc., a Illinois corporation (the "Assignor") with principal offices at 1000 Lunt Avenue, Elk Grove Village, Illinois 60007, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors party thereto and the Assignee, dated as of October 16, 1997 and amended and restated as of October 2, 1998 (as further amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the

event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 2nd day of October, 1998

ALPHAFLORA IMPORTS, INC.,
as Assignor

By Raymond A. And
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent and Assignee

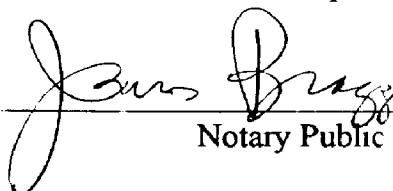
By David J. Bu
Name:
Title:

U.S. AND FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Filing Date</u>
CALLIOPE BOUQUET	1,938,823	11/28/95
ALPHAFLORA	2,058,585	5/6/97
ALPHAFLORA IMPORTS, INC.	1,992,565	8/13/96
CALLIOPE BOUQUET	1,983,605	7/2/96

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of October, 1998 before me personally came Ryszard Andrus, who
being duly sworn, did depose and say that [s]he is Authorized Signatory of Alphaflora Imports, Inc.
that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said
corporation and that [s]he did so by authority of the Board of Directors of said Corporation.

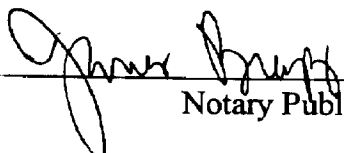


Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of October, 1998 before me personally came David Bell who,
being by me duly sworn, did state as follows: that [s]he is V.P. of Bankers Trust
Company, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of
said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000