

10-26-1999

FORM PTO-1518A
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OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101181291

10-22-99

**RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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d-703259.1

TRADEMARK
REEL: 001979 FRAME: 0142

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Purvi J. Patel



October 20, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK LICENSE AGREEMENT

Agreement made as of September 21, 1999, (the "Effective Date") by and between Lone Star Growers, L.P., a limited partnership organized and existing under the laws of the State of Delaware, having its principal place of business located in San Antonio, Texas, hereinafter referred to as Licensor, and Calloway's Cornelius, Inc., a corporation organized under the laws of the state of Texas, having its principal place of business located in Houston, Texas, hereinafter referred to as Licensee.

Whereas, Licensor is the owner of the trademark and associated trademark registration and application listed on Exhibit A, attached hereto, (the "Mark") as used in connection with ornamental, live plant products (the "Products") in the State of Texas and elsewhere throughout the United States; and

Whereas, Licensee is desirous of using said Mark for similar products worldwide, hereinafter referred to as the Territory;

Now, therefore, in consideration of the mutual covenants of the parties, and for other good and valuable consideration, the receipt of which is hereby acknowledged by Licensor, the parties hereby agree as follows:

1. **License.** Licensor grants to Licensee the right and license to use, under statutory and common law, the Mark during the term of this Agreement, and Licensee hereby accepts said right and license to use the Mark in the Territory in connection with the manufacture, sale, advertisement, and distribution of the Products.
2. **Quality of the Products.** Licensee shall use the Mark only with the Products. The quality of the Products shall be commensurate with the business positions of the parties involved.
3. **Royalty.** Licensee shall not be required to pay to Licensor any royalty for the use of the Mark.
4. **Use of Mark.** Licensee shall provide Licensor with samples of literature, brochures, signs and advertising material prepared by the Licensee bearing the Mark as requested by Licensor. When using the Mark under this Agreement, Licensee undertakes to comply substantially with all laws pertaining to trademarks in force at all times in the Territory. This provision includes compliance with marking requirements.
5. **Extent of License.** The right granted in paragraph 1 hereof shall be non-exclusive.
6. **Indemnity.** Licensor assumes no liability to Licensee or to third parties with respect to the performance characteristics of the Products offered by the Licensee under the Mark, and the Licensee shall indemnify Licensor from and against any and all claims, demands, suits and expenses by or of any third parties against Licensor involving the offering and/or sale of Licensee's Products.
7. **Termination.**
 - a. Except as otherwise provided herein, this Agreement shall remain in full force and effect for five (5) years, automatically renewable for like periods, so long as Licensee complies with the terms of this Agreement.
 - b. If Licensee makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Licensor.

8. **Ownership of the Mark.** The Licensee acknowledges Licensor's exclusive right, title and interest in and to the Mark, and any registration that has issued thereon, and will not at any time do or cause to be done any act or thing coming or in any way impairing or tending to impair part of such right, title and interest. On termination of this Agreement in any manner provided herein, the Licensee will cease and desist from all use of the Mark in any way and will deliver up to the Licensor, or its duly authorized representatives, or destroy all material and papers upon which the Mark appears, and furthermore, Licensee will not at any time adopt or use without the Licensor's prior written consent, any word or Mark which is likely to be similar to or confusing with the Mark.

9. **Express Reservation.** Licensor expressly reserves the right to continue to use the Mark for its Products.

10. **Warranties.** Licensor makes no warranties of any kind, expressed or implied, regarding the use of the Mark.

11. **Notices.** Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown below, or at such other address as may be furnished in writing to the notifying party.

LONE STAR GROWERS, L.P.

7960 Cagnon Road
San Antonio, Texas 78252

By: _____

Name: _____

Title: _____

CALLOWAY'S CORNELIUS, INC.

2233 S. Voss Road
Houston, Texas 77057

By: _____

Name: _____

Title: _____

EXHIBIT A to TRADEMARK LICENSE AGREEMENT

<u>Mark</u>	<u>App. Serial No.</u>	<u>Reg. No.</u>	<u>Date Filed</u>	<u>Date Registered</u>
SILVERADO	75/235,572	2,234,956	February 3, 1997	March 23, 1999