

08-24-2000



101442288

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	7.28.00	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # []	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # [] Frame # []	<input type="checkbox"/> Merger	Effective Date Month Day Year []
<input type="checkbox"/> Corrective Document	Reel # [] Frame # []	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	[]

Conveying Party Mark if additional names of conveying parties attached

Name: THE SUN VALLEY GROUP, INC. Execution Date: 06 07 2000

Formerly: []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization: CALIFORNIA

Receiving Party Mark if additional names of receiving parties attached

Name: BANKERS TRUST COMPANY

DBA/AKA/TA: []

Composed of: []

Address (line 1): 300 S. GRAND AVENUE

Address (line 2): 41 ST. FLOOR

Address (line 3): LOS ANGELES CALIFORNIA 90071
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other: BANKING INSTITUTION

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.)

08/23/2000 DNGUYEN 00000180 75870376

01 FC:481

02 FC:482

40.00 OP

250.00 OP

FOR OFFICE USE ONLY

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

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)

<input type="text" value="75/870,976"/>	<input type="text" value="75/938,482"/>	<input type="text"/>
<input type="text" value="75/870,979"/>	<input type="text" value="75/932,283"/>	<input type="text"/>
<input type="text" value="75/870,977"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,072,337"/>	<input type="text" value="1,255,480"/>	<input type="text"/>
<input type="text" value="1,238,664"/>	<input type="text" value="1,826,535"/>	<input type="text"/>
<input type="text" value="1,359,524"/>	<input type="text" value="2,099,082"/>	<input type="text"/>

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.

TRACER INTO
Name of Person Signing


Signature

7-19-00
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name SUN VALLEY FLORAL FARMS, LLC

06 07 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other LIMITED LIABILITY COMPANY

Citizenship State of Incorporation/Organization CALIFORNIA

Receiving Party

Enter Additional 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 the Assignment.)

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Registration Number(s)

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ARCATA LAND COMPANY, LLC

06 07 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other LIMITED LIABILITY COMPANY

Citizenship State of Incorporation/Organization CALIFORNIA

Receiving Party

Enter Additional 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

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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)

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, each of the undersigned signatories (collectively, the “**Grantors**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, The Sun Valley Group, Inc., a California corporation (“**Sun Valley Holdings**”) and Sun Valley Floral Farms, LLC, a California limited liability company (“**Borrower**”), have entered into a Credit Agreement dated as of June 7, 2000 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), Bankers Trust Company, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) and Deutsche Banc Alex.Brown Incorporated, as syndication agent for the Lenders (in such capacity, the “**Syndication Agent**”) and as arranger and sole bookrunner (in such capacity, the “**Arranger**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the “**Lender Interest Rate Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, “**Interest Rate Exchangers**”); and

WHEREAS, each Grantor (other than Borrower) has executed and delivered that certain Guaranty dated as of June 7, 2000 (said Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Lender Interest Rate Agreements, including without limitation the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 7, 2000 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, Secured Party and the other grantors named therein, each Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to Secured Party, for the benefit of the Lenders and the Interest Rate Exchangers, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now

has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

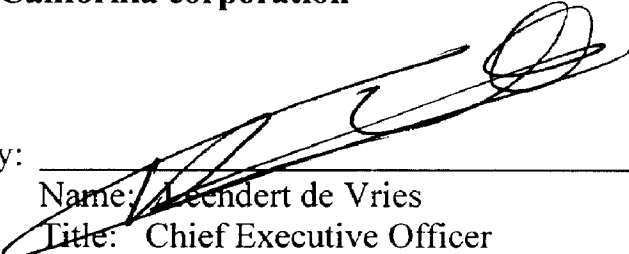
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof or an additional insured thereunder), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which such Grantor is a party (other than any such license, contract or agreement in respect of which each other party is an Affiliate of such Grantor) or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which such Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the applicable Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

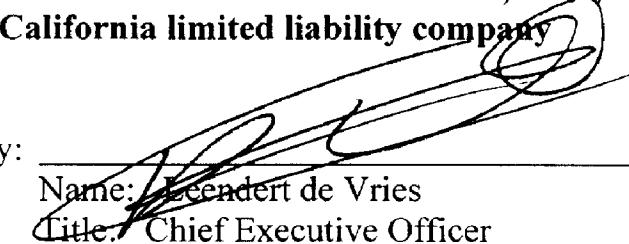
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of June, 2000.

**THE SUN VALLEY GROUP, INC.,
a California corporation**

By: 
Name: Leendert de Vries
Title: Chief Executive Officer

**SUN VALLEY FLORAL FARMS, LLC,
a California limited liability company**

By: 
Name: Leendert de Vries
Title: Chief Executive Officer

**ARCATA LAND COMPANY, LLC,
a California limited liability company**

By: 
Name: Leendert de Vries
Title: Chief Executive Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Application/Registration Date</u>
Sun Valley Floral Farms*	Love Lilies	1,072,337	08/30/77
Sun Valley Floral Farms*	Love Lilies & Design	1,238,664	05/17/83
Sun Valley Floral Farms*	Orchid Lilies	1,359,524	09/10/85
Sun Valley Floral Farms*	Orchid Lilies & Design	1,255,480	10/25/83
Sun Valley Floral Farms*	Sun Valley Floral Farms	1,826,535	03/15/94
Sun Valley Floral Farms*	Royal Lilies & Design	2,099,082	09/23/97
Sun Valley Floral Farms*	Creating a World of Color	75,870,976	12/13/99 (informal, confirmation not received)
Sun Valley Floral Farms*	Redwood Grove French Tulips Design	75,870,979	12/13/99 (informal, confirmation not received)
Sun Valley Floral Farms*	Redwood Grove French Tulips Words	75,870,977	12/13/99 (informal, confirmation not received)
Arcata Land Company, LLC	Sun Pacific Bouquet	75/938,482	3/8/00

Arcata Land Company, LLC Sun Pacific Bouquet and Design 75/932,283 3/1/00