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

08-28-2000

101444667

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

RECEIVED
JUL 25 2000

7-25-00

# 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

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

## Conveyance Type

- [ ] Assignment
- [ ] License
- [XX] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 12151999

## Conveying Party

[X] Mark if additional names of conveying parties attached

Name: See Recordation Continuation Forms

Execution Date Month Day Year: 12151999

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: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 N. Tryon Street, NC1-007-15-04

Address (line 2):

Address (line 3): Charlotte (City) NC (State/Country) 28255 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [XX] Other: National Association
- [ ] 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.)*

08/24/2000 DNGUYEN 00000211 1845[illegible]
01 FC:481 40.00 OP
02 FC:482 350.00 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: R. Malloy McKeithen, Esq.

Address (line 1): Smith Helms Mulliss & Moore, L.L.P.

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

## Correspondent Name and Address

Area Code and Telephone Number: (704) 343-2104

Name: Terry L. Witcher, Legal Assistant

Address (line 1): Smith Helms Mulliss & Moore, L.L.P.

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

## Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 63

## Trademark Application Number(s) or Registration Number(s)

[XX] 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. # 15

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 390.00

Method of Payment: Enclosed [XX] 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.*

| R. Malloy McKeithen, Esq. | R. Malloy McKeithen | 7/20/00 |
|---|---|---|
| Name of Person Signing | Signature | Date Signed |

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

# RECORDATION FORM COVER SHEET
# CONTINUATION
# TRADEMARKS ONLY

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

## Conveying Party
Enter Additional Conveying Party

[XX] Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: Kuhn & Exotic LLC

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[XX] Other: limited liability company

[ ] Citizenship State of Incorporation/Organization: Florida

## Receiving Party
Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street

Address (line 2): NC1-007-15-04

Address (line 3): Charlotte (City) NC (State/Country) 28255 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[XX] Other: National Association

[ ] 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.)*

## 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) | | |
|---|---|---|---|---|---|
| | | | 1845815 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

# RECORDATION FORM COVER SHEET
# CONTINUATION
# TRADEMARKS ONLY

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

## Conveying Party

Enter Additional Conveying Party

[XX] Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: Gerald Stevens Properties, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [XX] Corporation [ ] Association

[ ] Other:

[ ] Citizenship State of Incorporation/Organization: Nevada

## Receiving Party

Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street

Address (line 2): NC1-007-15-04

Address (line 3): Charlotte (City) NC (State/Country) 28255 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[XX] Other: National Association

[ ] 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.)*

[ ] Citizenship/State of Incorporation/Organization:

## 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) | | |
|---|---|---|---|---|---|
| 75682752 | 75510769 | | | | |
| 75682751 | 75543681 | | | | |
| 75682750 | 75543932 | | | | |
| 75682624 | 75745932 | | | | |
| 75510766 | 75745930 | | | | |
| 75510768 | 75724839 | | | | |
| 75710769 | | | | | |

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

# RECORDATION FORM COVER SHEET
# CONTINUATION
# TRADEMARKS ONLY

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

## Conveying Party

Enter Additional Conveying Party

[XX] Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: Gerald Stevens Texas, L.P.

Formerly:

[ ] Individual [ ] General Partnership [XX] Limited Partnership [ ] Corporation [ ] Association

[ ] Other:

[ ] Citizenship State of Incorporation/Organization: Texas

## Receiving Party

Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street

Address (line 2): NC1-007-15-04

Address (line 3): Charlotte (City) NC (State/Country) 28255 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[XX] Other: National Association

[ ] 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.)*

[ ] Citizenship/State of Incorporation/Organization:

## 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) | | |
|---|---|---|---|---|---|
| | | | 2038997 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

# SECURITY AGREEMENT
# (SUBSIDIARY)

**THIS SECURITY AGREEMENT** (this "Agreement") is made and entered into as of the 15th day of December, 1999 by **EACH OF THE UNDERSIGNED** (each a "Grantor" and collectively the "Grantors"), and **BANK OF AMERICA, N.A.**, successor by merger of NationsBank, National Association, a national banking association, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Amended and Restated Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below);

## WITNESSETH:

**WHEREAS**, the Secured Parties have agreed to provide to the Gerald Stevens Retail, Inc., a Delaware corporation (the "Borrower") a certain revolving credit facility with a letter of credit sublimit pursuant to the Amended and Restated Credit Agreement dated as of June 4, 1999 among the Borrower, Gerald Stevens, Inc. (the "Parent"), the Agent and the Lenders (as from time to time amended, revised, modified, supplemented or amended and restated, the "Credit Agreement"); and

**WHEREAS**, each Grantor is a Subsidiary of the Borrower and/or the Parent and will materially benefit from the Loans and Advances to be made, and the Letters of Credit to be issued, under the Credit Agreement and each Grantor is a party to that certain Guaranty Agreement (the "Guaranty") dated as of the date hereof pursuant to which each Grantor guaranteed the Obligations of the Borrower; and

**WHEREAS**, as collateral security for payment and performance of its obligations under the Guaranty, each Grantor is willing to grant to the Agent for the benefit of the Secured Parties a security interest in all of its personal property and assets whether now in existence or hereafter acquired (the "Grantors' Assets"), including without limitation the Grantors' Assets of such Grantors more particularly described on Schedule I hereto (such Grantors, together with all other Grantors whose personal property and assets may be required to be subject to a Security Agreement from time to time, are hereinafter referred to as the "Subsidiary Grantors"); and

**WHEREAS**, the Secured Parties are unwilling to enter into the Loan Documents unless the Borrower and the Grantors enter into this Agreement;

**NOW, THEREFORE**, in order to induce the Secured Parties to enter into the Loan Documents and to make Loans and issue Letters of Credit and in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Grant of Security Interest**. As collateral security for the payment, performance, and satisfaction of all obligations and liabilities of the Grantors under the Guaranty (collectively, the "Secured Obligations"), each Grantor hereby affirms, grants, pledges and assigns to the Agent for the benefit of the Lenders and grants to the Agent for the benefit of the Lenders a continuing first



TRADEMARK
REEL: 002125 FRAME: 0699

priority security interest in and to all of the property of such Grantor, whether now owned or existing or hereafter acquired or arising and wheresoever located, including without limitation the following:

(a) All accounts, accounts receivable, contracts, notes, bills, acceptances, choses in action, chattel paper, instruments, documents and other forms of obligations at any time owing to such Grantor arising out of goods sold or leased or for services rendered by such Grantor, the proceeds thereof and all of such Grantor's rights with respect to any goods represented thereby, whether or not delivered, goods returned by customers and all rights as an unpaid vendor or lienor, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation, together with all customer lists, books and records, ledger and account cards, computer tapes, software, disks, printouts and records, whether now in existence or hereafter created, relating thereto (collectively referred to hereinafter as "Accounts");

(b) All inventory of such Grantor wherever located in the United States of America and any state, district, territory or other political subdivision thereof, including without limitation, all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of such Grantor or which may contribute to the finished product or to the sale, promotion and shipment thereof, in which such Grantor now or at any time hereafter may have an interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of such Grantor or is held by such Grantor or by others for such Grantor's account (collectively referred to hereinafter as "Inventory");

(c) All goods of such Grantor, including without limitation, all machinery, equipment, parts, supplies, apparatus, appliances, tools, patterns, molds, dies, blueprints, fittings, furniture, furnishings, fixtures and articles of tangible personal property of every description now or hereafter owned by such Grantor or in which such Grantor may have or may hereafter acquire any interest, at any location (collectively referred to hereinafter as "Equipment");

(d) All general intangibles of such Grantor in which such Grantor now has or hereafter acquires any rights, including but not limited to, causes of action, corporate or business records, inventions, designs, goodwill, patents, patent applications, trademarks, servicemarks, trademark and servicemark applications, copyrights, copyright applications, trade names, trade secrets, trade processes, licenses, permits, franchises, customer lists, computer programs, all claims under guaranties, tax refund claims, rights and claims against carriers and shippers, leases, claims under insurance policies, all rights to indemnification and all other intangible personal property and intellectual property of every kind and nature (collectively referred to hereinafter as "General Intangibles");



TRADEMARK
REEL: 002125 FRAME: 0700

(e) All rights now or hereafter accruing to such Grantor under contracts, leases, agreements or other instruments to perform services, to hold and use land and facilities, and to enforce all rights thereunder (collectively referred to hereinafter as "Contract Rights");

(f) All monies, certificates of deposit, commercial paper, cash equivalents, account balances, notes, options, interests and securities (certificated or uncertificated), wheresoever located;

(g) All motor vehicles, trailers, rolling stock of any kind and all rights under leases of vehicles and equipment;

(h) All books and records relating to any of the Collateral (as hereinafter defined) (including without limitation, customer data, credit files, computer programs, printouts, and other computer materials and records of such Grantor pertaining to any of the foregoing); and

(i) All accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral (as hereinafter defined).

All of the property and interests in property described in subsections (a) through (g) and all other property and interests in personal property which shall, from time to time, secure the Secured Obligations are herein collectively referred to as the "Collateral."

2. **Financing Statements.** At the time of execution of this Agreement, each Grantor shall have furnished the Agent with properly executed financing statements, registrar's certificates, amendments and assignments as prescribed by the Uniform Commercial Code as presently in effect in the states where the Collateral is located, prepared and approved by the Agent in form and number sufficient for filing wherever required with respect to the Collateral, in order that the Agent, for the benefit of the Lenders, shall have a duly perfected security interest of record in the Collateral, to the extent a security interest in such Collateral can be perfected by filing a financing statement, following the filing of such financing statements with the appropriate local and state governmental authorities, subject only to Liens permitted under the Credit Agreement. Each Grantor shall execute as reasonably required by the Agent any additional financing statements or other documents to effect the same, together with any necessary continuation statements so long as this Agreement remains in effect.

3. **Maintenance of Security Interest.** Each Grantor will, from time to time, upon the request of the Agent, deliver specific assignments of Collateral, together with such other instruments and documents, financing statements, amendments thereto, assignments or other writings as the Agent may request to carry out the terms of this Agreement or to protect or enforce the Agent's security interest in the Collateral.



TRADEMARK
REEL: 002125 FRAME: 0701

With respect to any and all Collateral to be secured and conveyed under this Agreement, each Grantor agrees to do and cause to be done all things necessary to perfect and keep in full force the security interest granted in favor of the Agent for the benefit of the Lenders, including, but not limited to, the prompt payment of all fees and expenses incurred in connection with any filings made to perfect or continue a security interest in the Collateral in favor of the Agent for the benefit of the Lenders.

Each Grantor agrees to make appropriate entries upon its financial statements and books and records disclosing the security interest granted hereunder to the Agent for the benefit of the Secured Parties.

4. **Receipt of Payment.** In the event an Event of Default shall occur and be continuing and a Grantor (or any of its affiliates, subsidiaries, stockholders, directors, officers, employees or agents) shall receive any proceeds of Collateral, including without limitation monies, checks, notes, drafts or any other items of payment, each such Grantor shall hold all such items of payment in trust for the Agent, for the benefit of the Secured Parties, and as the property of the Agent, for the benefit of the Secured Parties, separate from the funds of such Grantor, and no later than the first Business Day following the receipt thereof, at the election of the Agent, such Grantor shall cause the same to be forwarded to the Agent for its custody and possession on behalf of the Lenders as additional Collateral.

5. **Covenants.** Each Grantor covenants with the Agent that from and after the date of this Agreement until termination hereof in accordance with Section 27 hereof:

(a) **Inspection**. The Agent (by any of its officers, employees and agents), on behalf of the Lenders, shall have the right upon prior notice to an executive officer of the Borrower, and at any reasonable times during such Grantor's usual business hours, to inspect the Collateral, all records related thereto (and to make extracts or copies from such records), and the premises upon which any of the Collateral is located, to discuss such Grantor's affairs and finances with any Person (other than Persons obligated on any Accounts ("Account Debtors")), and to verify with any Person other than Account Debtors the amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral and, if an Event of Default has occurred and is continuing, to discuss such Grantor's affairs and finances with such Grantor's Account Debtors and to verify the amount, quality, value and condition of, or any other matter relating to, the Collateral and such Account Debtors. Upon or after the occurrence and during the continuation of an Event of Default, the Agent may at any time and from time to time employ and maintain on such Grantor's premises a custodian selected by the Agent who shall have full authority to do all acts necessary to protect the Agent's (for the benefit of the Secured Parties) interest. All expenses incurred by the Agent, on behalf of the Secured Parties, by reason of the employment of such custodian shall be paid by such Grantor, added to the Secured Obligations and secured by the Collateral.



TRADEMARK
REEL: 002125 FRAME: 0702

(b) **Assignments, Records and Schedules of Accounts.** Each Grantor shall keep accurate and complete records of its Accounts ("Account Records") and from time to time at intervals designated by the Agent such Grantor shall provide the Agent with a schedule of Accounts in form and substance acceptable to the Agent describing all Accounts created or acquired by such Grantor ("Schedule of Accounts"); provided, however, that such Grantor's failure to execute and deliver any such Schedule of Accounts shall not affect or limit the Agent's security interest or other rights in and to any Accounts for the benefit of the Secured Parties. If requested by the Agent, each Grantor shall furnish the Agent with copies of proof of delivery and other documents relating to the Accounts so scheduled, including without limitation repayment histories and present status reports (collectively, "Account Documents") and such other matter and information relating to the status of then existing Accounts as the Agent shall reasonably request. No Grantor shall remove any Account Records or Account Documents or change its chief executive offices from the locations set forth in Schedule II hereto without 30 days prior written notice to the Agent as provided in Section 28 hereof and delivery to the Agent by the applicable Grantor prior to such removal of executed financing statements, amendments and other documents necessary in the determination of the Agent to maintain the security interests granted hereunder.

(c) **Notice Regarding Disputed Accounts.** In the event any amounts due and owing in excess of $50,000 individually, or $100,000 in the aggregate amount, are in dispute between any Account Debtor and a Grantor (which shall include without limitation any dispute in which an offset claim or counterclaim may result), such Grantor shall provide the Agent with written notice thereof as soon as practicable, explaining in detail the reason for the dispute, all claims related thereto and the amount in controversy.

(d) **Verification of Accounts.** If an Event of Default has occurred and is continuing, any of the Agent's officers, employees or agents shall have the right, at any reasonable time or times hereafter, to verify with Account Debtors the validity, amount or any other matter relating to any Accounts and, whether or not a Default or Event of Default has occurred, any of the Agent's officers, employees or agents shall have the right to verify the same with any Grantor.

(e) **Change of Trade Styles.** No Grantor shall change, amend, alter, terminate, or cease using its material trade names or styles under which it sells Inventory as of the date of this Agreement ("Trade Styles"), or use additional Trade Styles, without giving the Agent at least 30 days' prior written notice and delivery to the Agent by the applicable Grantor prior to such removal, change, amendment, alteration, or use, of executed financing statements, amendments and other documents necessary in the determination of the Agent to maintain the security interests granted hereunder.

(f) **Safekeeping of Inventory.** Each Grantor shall be responsible for the safekeeping of its Inventory, and, subject to Section 14 hereof, in no event shall the Agent have any responsibility for:



TRADEMARK
REEL: 002125 FRAME: 0703

(i) Any loss or damage to Inventory or destruction thereof occurring or arising in any manner or fashion from any cause;

(ii) Any diminution in the value of Inventory; or

(iii) Any act or default of any carrier, warehouseman, bailee or forwarding agency thereof or other Person in any way dealing with or handling Inventory.

(g) **Location, Records and Schedules of Inventory.** Each Grantor shall keep correct and accurate records itemizing and describing the kind, type, location and quantity of Inventory, its cost therefor and the selling price of Inventory held for sale, and the daily withdrawals therefrom and additions thereto, and shall furnish to the Agent from time to time at reasonable intervals designated by the Agent, a current schedule of Inventory ("Schedule of Inventory") based upon its most recent physical inventory and its daily inventory records. Each Grantor shall conduct a physical inventory, no less than annually, and shall furnish to the Agent such other documents and reports thereof as the Agent shall reasonably request with respect to the Inventory. Subject to compliance at all times with Sections 6(c), (d) and (e), no Grantor shall, other than in the ordinary course of business in connection with its sale, remove any material amount of Inventory from the locations set forth on Schedule III hereto to a location not also set forth on Schedule III hereto, each of such locations being owned by a Grantor unless otherwise indicated, without 30 days prior written notice to the Agent as provided in Section 28 hereof and delivery to the Agent by the applicable Grantor prior to such removal of executed financing statements, amendments and other documents necessary in the determination of the Agent to maintain the security interests granted hereunder.

(h) **Returns of Inventory.** If any Account Debtor returns any Inventory to a Grantor after shipment thereof, and such return generates a credit in excess of $50,000 on any individual Account or $100,000 in the aggregate on any Accounts of such Account Debtor, such Grantor shall notify the Agent in writing of the same as soon as practicable.

(i) **Evidence of Ownership of Equipment.** Each Grantor, as soon as practicable following a request therefor by the Agent, shall deliver to the Agent any and all evidence of ownership of any of the Equipment (including without limitation certificates of title and applications for title).

(j) **Location, Records and Schedules of Equipment.** Each Grantor shall maintain accurate, itemized records itemizing and describing the kind, type, quality, quantity and value of its Equipment and shall furnish the Agent upon request, within a reasonable time of such request, with a current schedule containing the foregoing information, but, other than during the continuance of an Event of Default, not more often than once per fiscal quarter. No Grantor shall remove any material portion of the Equipment from the locations



TRADEMARK
REEL: 002125 FRAME: 0704

set forth in Schedule IV hereto to a location not also set forth on Schedule IV hereto without at least 30 days' prior written notice to the Agent as provided in Section 28 hereof and delivery to the Agent by the applicable Grantor prior to such removal of executed financing statements, amendments and other documents necessary to maintain the security interests granted hereunder.

(k) **Sale or Mortgage of Equipment.** Other than in the ordinary course of business with respect to disposition of obsolete Equipment or replacement of Equipment with other Equipment performing similar functions and having similar or better utility and value, and except as permitted by the Credit Agreement prior to the occurrence and continuance of an Event of Default, no Grantor shall sell, exchange, lease, mortgage, encumber, pledge or otherwise dispose of or transfer any of the Equipment or any part thereof without the prior written consent of the Agent.

(l) **Maintenance of Equipment.** Each Grantor shall keep and maintain its Equipment in good operating condition and repair, ordinary wear and tear excepted. No Grantor shall permit any such items to become a fixture to real property (unless such Grantor has granted the Agent for the benefit of the Lenders a lien on such real property) or accessions to other personal property.

(m) **Transfers and Other Liens.** No Grantor shall (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except for dispositions permitted under the Credit Agreement and Section 5(k) hereof, (ii) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the security interests created by this Agreement or other Liens permitted under the Credit Agreement; or (iii) take any other action in connection with any of the Collateral that would materially impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would materially impair the interest or rights of the Agent for the benefit of the Lenders.

**6. Warranties and Representations Regarding Collateral Generally.** Each Grantor warrants and represents that:

(a) It is and, except as permitted by the Credit Agreement and Section 5(m) hereof, will continue to be the owner of the Collateral hereunder, now owned and upon the acquisition of the same, free and clear of all Liens, claims, encumbrances and security interests other than the security interest in favor of the Agent for the benefit of the Lenders hereunder and Liens permitted under the Credit Agreement, and that it will defend such Collateral and any products and proceeds thereof against all material claims and demands of all Persons (other than holders of Liens permitted under the Credit Agreement) at any time claiming the same or any interest therein adverse to the Secured Parties.



TRADEMARK
REEL: 002125 FRAME: 0705

(b) It has the unqualified right to enter into this Agreement and to perform its terms.

(c) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required either (i) for the grant by such Grantor of the security interests granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for the filing of this Agreement with the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction for all patents and trademarks listed on Schedule VI and the Copyright Office and the equivalent offices in any foreign jurisdiction for all copyrights listed on Schedule VI and the filings required by the Uniform Commercial Code of the State in which such Grantor maintains its chief executive office.

(d) No effective financing statement or other instrument similar in effect covering all or any part of the Collateral purported to be granted by such Grantor hereunder is on file in any recording office, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties other than Liens permitted under the Credit Agreement.

**7. Account Warranties and Representations.** With respect to its Accounts, each Grantor warrants and represents to the Agent for the benefit of the Secured Parties that the Agent and each Lender may rely on all statements or representations made by such Grantor on or with respect to any Schedule of Accounts prepared and delivered by it and that:

(a) All Account Records and Account Documents are located only at such Grantor's locations as set forth on Schedule II attached hereto and incorporated herein by reference or at such other locations as to which the Grantor has notified the Agent in writing not less than 30 days prior to such relocation;

(b) The Accounts are genuine, are in all material respects what they purport to be, are not evidenced by an instrument or document or, if evidenced by an instrument or document, are only evidenced by one original instrument or document;

(c) The Accounts cover bona fide sales and deliveries of Inventory usually dealt in by such Grantor, or the rendition by such Grantor of services, to an Account Debtor in the ordinary course of business;

(d) The amounts of the face value shown on any Schedule of Accounts or invoice statement delivered to the Agent with respect to any Account, are actually owing to such Grantor and are not contingent for any reason other than being subject to performance standards under the related contracts, if any; and there are no setoffs, discounts, allowances, claims, counterclaims or disputes of any kind or description in an amount greater than $100,000 in the aggregate, or greater than $50,000 individually, existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor



TRADEMARK
REEL: 002125 FRAME: 0706

thereunder for any deduction therefrom, except as may be stated in the Schedule of Accounts and reflected in the calculation of the face value of each respective invoice related thereto;

(e) Except for conditions generally applicable to such Grantor's industry and markets, there are no facts, events, or occurrences known to such Grantor pertaining particularly to any Accounts which are reasonably expected to materially impair in any way the validity, collectibility or enforcement of Accounts that would reasonably be likely, in the aggregate, to be of material economic value, or in the aggregate materially reduce the amount payable thereunder from the amount of the invoice face value shown on any Schedule of Accounts, and on all contracts, invoices and statements delivered to the Agent, with respect thereto;

(f) The goods or services giving rise thereto are not, and were not at the time of the sale or performance thereof, subject to any Lien, claim, encumbrance or security interest, except those of the Agent for the benefit of Secured Parties and Liens permitted under the Credit Agreement;

(g) The Accounts have not been pledged to any Person other than to the Agent for the benefit of the Secured Parties under this Agreement and will be owned by such Grantor free and clear of any Liens, claims, encumbrances or security interests except Liens permitted under the Credit Agreement;

(h) The Agent's and the Lenders' security interest therein will not be subject to any offset, deduction, counterclaim, Lien or other adverse condition, other than Liens permitted under the Credit Agreement; and

(i) The location of its chief executive office and any state in which it (i) has a place of business in only one county of such state or (ii) resides in such state (within the meaning of the applicable Uniform Commercial Code) but does not have any place of business in such state, is set forth on Schedule II attached hereto and incorporated herein by reference and each Grantor shall deliver to the Agent not less than 30 days written notice prior to any change of such location or status of places of business or residency.

8. **Inventory Warranties and Representations.** With respect to its Inventory, each Grantor warrants and represents to the Agent for the benefit of the Lenders that the Secured Parties may rely on all statements or representations made by such Grantor on or with respect to any Inventory and that:

(a) All Inventory, other than Inventory having a value of less than $100,000 in the aggregate for all locations, is located only at such Grantor's locations as set forth on Schedule III attached hereto and incorporated herein by reference;



TRADEMARK
REEL: 002125 FRAME: 0707

(b) None of its Inventory is or will be subject to any Lien, claim, encumbrance or security interest whatsoever, except for the security interest of the Agent for the benefit of the Lenders hereunder and Liens permitted under the Credit Agreement;

(c) No Inventory of such Grantor that would reasonably be likely, in the aggregate with the inventory of all Grantors to be of value in excess of $1,000,000 is, and shall not at any time or times hereafter be, stored with a bailee, warehouseman, or similar party without the Agent's prior written consent which consent shall not be unreasonably withheld and, if the Agent gives such consent, such Grantor will concurrently therewith cause any such bailee, warehouseman, or similar party to issue and deliver to the Agent upon its request therefor, in form and substance reasonably acceptable to the Agent, warehouse receipts therefor in the Agent's name and take such other action and be party to such document as deemed necessary or prudent by the Agent to maintain the security interest of the Lenders in such Inventory; provided, however, Grantor shall be entitled to store Inventory for periods of less than 30 days with any bailee, warehouseman or similar party who the Grantor can demonstrate it has been directed to utilize by any customer without compliance with this subsection (c) so long as the value of such Inventory does not exceed $250,000;

(d) No Inventory is, and shall not at any time or times hereafter be, under consignment to any Person, the value of which, when aggregated with all other Inventory under consignment of such Grantor and all other Subsidiaries, would exceed $1,000,000; and

(e) No Inventory is at or shall be kept at any location that is leased by such Grantor and all other Grantors from any other Person, the value of which exceeds $1,000,000, unless such location and lessee is set forth on Schedule III hereto and the Grantor has used its best efforts to have the lessor waive its rights with respect to such Inventory in form and substance acceptable to the Agent and delivered in writing to the Agent prior to such amount of Inventory being at such one or more locations.

**9. Equipment Representations and Warranties.** With respect to its Equipment, each Grantor warrants and represents to the Agent for the benefit of the Lenders that the Secured Parties may rely on all statements or representations made by such Grantor on or with respect to any Equipment and that:

(a) All Equipment (other than Equipment located at facilities of such Grantor's suppliers) is located only at such Grantor's locations set forth in Schedule IV hereto or at such other locations as to which such Grantor has notified the Agent in writing not less than 30 days prior to such relocation and has provided to the Agent executed financing statements for such location satisfying the requirements of Section 2 hereof;



TRADEMARK
REEL: 002125 FRAME: 0708

(b) None of its Equipment is or will be subject to any Lien, claim, encumbrance or security interest whatsoever, except for the security interest of the Agent, for the benefit of the Lenders, hereunder and Liens permitted under the Credit Agreement;

(c) No Equipment of such Grantor is at or shall be kept at any location that is leased by such Grantor from any other Person unless such location and lessee is set forth on Schedule IV hereto and the Grantor has used its best efforts to have the lessor waive its rights with respect to such Equipment in form and substance acceptable to the Agent.

**10. General Intangibles Representations and Warranties**. With respect to its General Intangibles, each Grantor warrants and represents to the Agent for the benefit of the Lenders that the Secured Parties may rely on all statements or representations made by such Grantor on or with respect to any General Intangibles and that:

(a) Set forth on Schedule VI is a list, which is complete and accurate in all material respects as of the date hereof, of licenses, patents, patent applications, copyrights, trademarks, trademark applications, servicemarks or servicemark applications of such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products, including the expiration date of such licenses, patents registrations, copyrights or trademark registrations;

(b) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the General Intangibles purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain licenses and registered user agreements described on Schedule VI. No effective financing statement or other instrument similar in effect covering all or any part of the General Intangibles purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office or Copyright Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders;

(c) Each license is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid and enforceable. No action or proceeding is pending or to the Grantor's knowledge threatened seeking to limit, cancel or question the validity of the General Intangibles;

(d) Each patent of such Grantor identified on Schedule VI hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of such Grantor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the



TRADEMARK
REEL: 002125 FRAME: 0709

Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as to not improperly become abandoned;

(e) Each trademark and each copyright of such Grantor identified on Schedule VI is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable;

(f) It has notified the Agent in writing of all uses of any patent, trademark or copyright, prior to such Grantor's use, of which such Grantor is aware, which would in the reasonable judgment of such Grantor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the goodwill of the business connected with such item;

(g) It has not granted any release, covenant not to sue, or non-assertion assurance to any third person, nor allowed any shop right to arise with respect to any third person, with respect to any part of the General Intangibles;

(h) It has protected its General Intangibles with markings or as otherwise required by statute;

(i) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the General Intangibles;

(j) Except as disclosed to the Lenders in writing prior to the date of this Agreement, such Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would preclude such Grantor from publishing, distributing, marketing, selling, or using any product currently made by it, being made for it or sold or used by it, imported by it or exported by it, as the case may be, or to use any processes currently used by it (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person), or materially interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim to the contrary that is likely to be made;

(k) Such Grantor has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any General Intangibles, and has taken all steps necessary to ensure that all licensed users of any General Intangibles use such consistent standards of quality;



TRADEMARK
REEL: 002125 FRAME: 0710

(l) No Subsidiaries and none of such Grantor's Subsidiaries (except to the extent that such Subsidiaries are also Grantors hereunder) has an ownership interest in any patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration or any other intellectual property of a nature that would be General Intangibles hereunder if owned by such Grantor; and

(m) No claim has been made (and, as to General Intangibles with respect to which such Grantor is a licensor, to the knowledge of such Grantor, no claim has been made against the third party licensee), and such Grantor has no knowledge of any claim that is likely to be made, that the use by such Grantor of any Collateral does or may violate the rights of any Person.

**11. Casualty and Liability Insurance Required.**

(a) Each Grantor will keep the Collateral continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations including, without limiting the generality of any other covenant herein contained:

(i) casualty insurance on the Inventory and the Equipment in an amount not less than the full insurable value thereof, against loss or damage by theft, fire and lightning and other hazards ordinarily included under uniform broad form standard extended coverage policies, limited only as may be provided in the standard broad form of extended coverage endorsement at the time in use in the states in which the Collateral is located;

(ii) comprehensive general liability insurance against claims for bodily injury, death or property damage occurring with or about such Collateral (such coverage to include provisions waiving subrogation against the Secured Parties), with Agent and Lenders as additional insured parties, in amounts as shall be reasonably satisfactory to Agent;

(iii) liability insurance with respect to the operation of its facilities under the workers' compensation laws of the states in which such Collateral is located; and

(iv) business interruption insurance.

(b) Each insurance policy obtained in satisfaction of the requirements of Section 11(a) hereof:



TRADEMARK
REEL: 002125 FRAME: 0711

(i) may be provided by blanket policies now or hereafter maintained by each Grantor or the Borrower;

(ii) shall be issued by such insurer (or insurers) as shall be financially responsible, of recognized standing and reasonably acceptable to the Agent;

(iii) shall be in such form and have such provisions (including without limitation the loss payable clause, the waiver of subrogation clause, the deductible amount, if any, and the standard mortgagee endorsement clause), as are generally considered standard provisions for the type of insurance involved and are reasonably acceptable in all respects to the Agent;

(iv) shall prohibit cancellation or substantial modification, termination or lapse in coverage by the insurer without at least 30 days' prior written notice to the Agent, except for non-payment of premium, in which case such policies shall provide ten (10) days' prior written notice;

(v) without limiting the generality of the foregoing, all insurance policies where applicable under Section 11(a)(i) carried on the Collateral shall name the Agent, for the benefit of the Lenders, as loss payee and the Agent and Lenders as parties insured thereunder in respect of any claim for payment.

(c) Prior to expiration of any such policy, each Grantor shall furnish the Agent with evidence satisfactory to the Agent that the policy or certificate has been renewed or replaced or is no longer required by this Agreement.

(d) Each Grantor hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent), for the benefit of the Lenders, effective upon the occurrence and during the continuance of an Event of Default, as such Grantor's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance.

(e) In the event any Grantor shall fail to maintain, or fail to cause to be maintained, the full insurance coverage required hereunder or shall fail to keep any of its Collateral in good repair and good operating condition subject to ordinary wear and tear, the Agent may (but shall be under no obligation to), without waiving or releasing any Secured Obligation or Event of Default by such Grantor hereunder, contract for the required policies of insurance and pay the premiums on the same or make any required repairs, renewals and replacements; and all sums so disbursed by Agent, including reasonable attorneys' fees, court



TRADEMARK
REEL: 002125 FRAME: 0712

costs, expenses and other charges related thereto, shall be payable on demand by such Grantor to the Agent and shall be additional Secured Obligations secured by the Collateral.

(f) Each Grantor agrees that to the extent that it shall not carry insurance required by Section 11(a) hereof, it shall in the event of any loss or casualty pay promptly to the Agent, for the benefit of the Secured Parties, for application in accordance with the provisions of Section 11(h) hereof, such amount as would have been received as Net Proceeds (as hereinafter defined) by the Agent, for the benefit of the Secured Parties, under the provisions of Section 11(h) hereof had such insurance been carried to the extent required.

(g) The Net Proceeds of the insurance carried pursuant to the provisions of Sections 11(a)(ii) and 11(a)(iii) hereof shall be applied by a Grantor toward extinguishment of the defect or claim or satisfaction of the liability with respect to which such insurance proceeds may be paid.

(h) The Net Proceeds of the insurance carried with respect to the Collateral pursuant to the provisions of Section 11(a)(i) hereof shall be paid to a Grantor and held by such Grantor in a separate account and applied as follows: (i) as long as no Event of Default shall have occurred and be continuing, after any loss under any such insurance and payment of the proceeds of such insurance, such Grantor shall have a period of 30 days after payment of the insurance proceeds with respect to such loss to elect to either (x) repair or replace the Collateral so damaged, (y) deliver such Net Proceeds to the Agent, for the benefit of the Lenders, as additional Collateral or (z) apply such Net Proceeds to the acquisition of tangible assets used or useful in the conduct of the business of such Grantor, subject to the provisions of this Agreement. If a Grantor elects to repair or replace the Collateral so damaged, such Grantor agrees the Collateral shall be repaired to a condition substantially similar to its condition prior to damage or replaced with Collateral in a condition substantially similar to the condition of the Collateral so replaced prior to damage; and (ii) at all times during which an Event of Default shall have occurred and be continuing, after any loss under such insurance and payment of the proceeds of such insurance, such Grantor shall immediately deliver such Net Proceeds to such Agent, for the benefit of the Secured Parties, as additional Collateral.

(i) "Net Proceeds" when used with respect to any insurance proceeds shall mean the gross proceeds from such proceeds, award or other amount, less all taxes, fees and expenses (including attorneys' fees) incurred in the realization thereof.

(j) In case of any material damage to or destruction of all or any part of the Collateral pledged hereunder by a Grantor, such Grantor shall give prompt notice thereof to the Agent. Each such notice shall describe generally the nature and extent of such damage, destruction, taking, loss, proceeding or negotiations. Each Grantor is hereby authorized and empowered to adjust or compromise any loss under any such insurance.



TRADEMARK
REEL: 002125 FRAME: 0713

12. **Rights and Remedies Upon Event of Default.** Upon and after an Event of Default, the Agent shall have the following rights and remedies on behalf of the Lenders in addition to any rights and remedies set forth elsewhere in this Agreement, all of which may be exercised with or, if allowed by law, without notice to a Grantor:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code of the state where such rights and remedies are asserted, or under other applicable law, all of which rights and remedies shall be cumulative, and none of which shall be exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Agreement, the Guaranty Agreement or any other Loan Document;

(b) The right to foreclose the Liens and security interests created under this Agreement by any available judicial procedure or without judicial process;

(c) The right to (i) enter upon the premises of a Grantor through self-help and without judicial process, without first obtaining a final judgment or giving such Grantor notice and opportunity for a hearing on the validity of the Agent's claim and without any obligation to pay rent to such Grantor, or any other place or places where any Collateral is located and kept, and remove the Collateral therefrom to the premises of the Agent or any agent of the Agent, for such time as the Agent may desire, in order effectively to collect or liquidate the Collateral, and (ii) require a Grantor to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties;

(d) The right to (i) demand payment of the Accounts; (ii) enforce payment of the Accounts, by legal proceedings or otherwise; (iii) exercise all of a Grantor's rights and remedies with respect to the collection of the Accounts and General Intangibles; (iv) settle, adjust, compromise, extend or renew the Accounts, General Intangibles and Contract Rights; (v) settle, adjust or compromise any legal proceedings brought to collect the Accounts; (vi) if permitted by applicable law, sell or assign the Accounts, General Intangibles and Contract Rights upon such terms, for such amounts and at such time or times as the Agent deems advisable; (vii) discharge and release the Accounts; (viii) take control, in any manner, of any item of payment or proceeds referred to in Section 4 above; (ix) prepare, file and sign a Grantor's name on a Proof of Claim in bankruptcy or similar document against any Account Debtor; (x) prepare, file and sign a Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Accounts; (xi) endorse the name of a Grantor upon any paper, document, instrument, invoice, freight bill, bill of lading or similar document or agreement relating to the Accounts, Inventory or Equipment; (xii) use the information recorded on or contained in any data processing equipment and computer hardware and software relating to any Collateral to which a Grantor has access; (xiii) to open a Grantor's mail and collect any and all amounts due to such Grantor from Account Debtors; (xiv) to take over a Grantor's post office boxes or make other arrangements as the Agent, on behalf of the Lenders, deems necessary to receive such Grantor's mail, including notifying



TRADEMARK
REEL: 002125 FRAME: 0714

the post office authorities to change the address for delivery of such Grantor's mail to such address as the Agent, on behalf of the Lenders, may designate; and (xv) to notify any or all Account Debtors that the Accounts have been assigned to the Agent for the benefit of the Lenders and that Agent has a security interest therein for the benefit of the Lenders (provided that the Agent may at any time give such notice to an Account Debtor that is a department, agency or authority of the United States government); each Grantor hereby agrees that any such notice, in the Agent's sole discretion, may be sent on such Grantor's stationery, in which event such Grantor shall co-sign such notice with the Agent; and (xvi) do all acts and things and execute all documents necessary, in Agent's sole discretion, to collect the Accounts and General Intangibles; and

(e) The right to sell, assign, lease or to otherwise dispose of all or any Collateral in its then existing condition, or after any further manufacturing or processing thereof, at public or private sale or sales, with such notice as may be required by law, in lots or in bulk, for cash or on credit, with or without representations and warranties, all as the Agent, in its sole discretion, may deem advisable. The Agent shall have the right to conduct such sales on a Grantor's premises or elsewhere and shall have the right to use a Grantor's premises without charge for such sales for such time or times as the Agent may see fit. The Agent may, if it deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of such postponed or adjourned sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that the Agent has no obligation to preserve rights to the Collateral against prior parties or to marshall any Collateral for the benefit of any Person. The Agent is hereby granted a license or other right to use, without charge, each Grantor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral and a Grantor's rights under any license and any franchise agreement shall inure to the Agent's benefit. If any of the Collateral shall require repairs, maintenance, preparation or the like, or is in process or other unfinished state, the Agent shall have the right, but shall not be obligated, to perform such repairs, maintenance, preparation, processing or completion of manufacturing for the purpose of putting the same in such saleable form as the Agent shall deem appropriate, but the Agent shall have the right to sell or dispose of the Collateral without such processing and no Grantor shall have any claim against the Agent for the value that may have been added to such Collateral with such processing. In addition, each Grantor agrees that in the event notice is necessary under applicable law, written notice mailed or delivered next day to such Grantor in the manner specified herein ten (10) days prior to the date of public sale of any of the Collateral or prior to the date after which any private sale or other disposition of the Collateral will be made shall constitute commercially reasonable notice to such Grantor; provided however, in the case of perishables, receipt of notice one (1) business day preceding such sale is agreed to be commercially reasonable notice to such Grantor. All notice is hereby waived with respect to any of the Collateral which threatens to decline speedily in value or is of a type customarily sold on a recognized market. The



TRADEMARK
REEL: 002125 FRAME: 0715

Agent may purchase all or any part of the Collateral at public or, if permitted by law, private sale, free from any right of redemption which is hereby expressly waived by such Grantor and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Secured Obligations. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied first to the expenses (including all reasonable attorneys' fees) of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Secured Obligations in accordance with the terms of Section 10.5 of the Credit Agreement. Any sale or other disposition of the Collateral and the possession thereof by the Agent shall be in compliance with all provisions of applicable law (including applicable provisions of the Uniform Commercial Code). Each Grantor shall be liable to the Agent, for the benefit of the Lenders, and shall pay to the Agent, for the benefit of the Lenders, on demand any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral.

13. **Anti-Marshalling Provisions.** The right is hereby given by each Grantor to the Agent, for the benefit of the Secured Parties, to make releases (whether in whole or in part) of all or any part of the Collateral agreeable to the Agent without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors, which releases shall not impair in any manner the validity of or priority of the Liens and security interests in the remaining Collateral conferred under such documents, nor release such Grantor from personal liability for the Secured Obligations hereby secured. Notwithstanding the existence of any other security interest in the Collateral held by the Agent, for the benefit of the Secured Parties, the Agent shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided in this Agreement. The proceeds realized upon the exercise of the remedies provided herein shall be applied by the Agent, for the benefit of the Secured Parties, in the manner provided in Section 10.5 of the Credit Agreement. Each Grantor hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

14. **Indemnity and Expenses.**

(a) Each Grantor agrees to indemnify the Agent, for the benefit of the Secured Parties, from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement that are incurred by the Agent (including without limitation enforcement of this Agreement), except claims, losses or liabilities directly resulting from the Agent's gross negligence or willful misconduct.

(b) Each Grantor will upon demand pay to the Agent, for the benefit of the Secured Parties, the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Agent, for the benefit of the Lenders, may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other



TRADEMARK
REEL: 002125 FRAME: 0716

realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties, or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

**15. Appointment of Agent as Grantor's Lawful Attorney.** Without limitation of any other provision of this Agreement, each Grantor irrevocably designates, makes, constitutes and appoints the Agent (and all Persons designated by the Agent), for the benefit of the Secured Parties, as such Grantor's true and lawful attorney (and agent-in-fact) at all times on and after the occurrence and during the continuation of an Event of Default, to take all actions and to do all things required to be taken or done by such Grantor under this Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to endorse such Grantor's name on any checks, notes, drafts or any other payment relating to or constituting proceeds of the Collateral which comes into the Agent's possession or Agent's control, and deposit the same to the account of the Agent, for the benefit of the Lenders, on account and for payment of the Secured Obligations.

(d) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent, for the benefit of the Lenders, with respect to any of the Collateral; and

(e) to execute, in connection with the sale provided for in Section 11, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

All acts of the Agent or its designee taken pursuant to this Section 15 are hereby ratified and confirmed by applicable Grantor and the Agent or its designee shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, other than as a result of its gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable by each such Grantor until this Agreement has been terminated in accordance with Section 27 hereof.

**16. Additional Collateral.** If any Grantor shall acquire or hold (a) any additional personal property or assets or (b) any personal property or assets of any Subsidiary not listed on Schedule I hereto which are required to be subject to any Security Instrument pursuant to the terms of Article IV or any other provision of the Credit Agreement (any such personal property or assets



TRADEMARK
REEL: 002125 FRAME: 0717

described in clauses (a) or (b) above being referred to herein as "Additional Collateral"), such Grantor shall deliver to the Agent for the benefit of the Lenders (i) revised Schedules I, II, III, IV, V and VI hereto reflecting (A) the ownership of such Additional Collateral and (B) the affirmation, grant, pledge and assignment to the Agent for the benefit of the Lenders and the grant to the Agent for the benefit of the Lenders of a continuing first priority security interest in and to such Additional Collateral and (ii) a Security Agreement Supplement in the form of Exhibit A hereto with respect to such Additional Collateral duly completed and signed by such Grantor. Each Grantor shall comply with the requirements of this Section 16 concurrently with the acquisition of any such Additional Collateral in the case of personal property or assets described in clause (a) above, and within the time period specified in Article IV or elsewhere in the Credit Agreement with respect to Additional Collateral described in clause (b) above.

**17. Waivers.** In addition to the other waivers contained herein, each Grantor hereby expressly waives, to the extent permitted by law: presentment for payment, demand, protest, notice of demand, notice of protest, notice of default or dishonor, notice of payments and nonpayments and all other notices and consents to any action taken by the Agent unless expressly required by this Agreement.

**18. Trade Names.** Each Grantor represents that the only trade name(s) or style(s) used by such Grantor are as set forth on Schedule V, next to the name of such Grantor.

**19. Absolute Rights and Obligations.** All rights of the Secured Parties in the Security Interests granted hereunder, and each of the Secured Obligations, shall be absolute and unconditional irrespective of:

(a) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document, including, but not limited to, (i) an increase or decrease in the Secured Obligations and (ii) an amendment of any Loan Document to permit the Agent or the Lenders or any one or more of them to extend further or additional credit to the Borrower in any form including credit by way of loan, purchase of assets, guarantee or otherwise, which credit shall thereupon be and become subject to the Credit Agreement and the other Loan Documents as a Secured Obligation;

(b) any taking and holding of collateral or guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments) for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any such collateral or guarantees, or any non-perfection of any such collateral, or any consent to departure from any such guaranty;

(c) any manner of application of collateral, or proceeds thereof, securing payment or enforcement of all or any of the Secured Obligations, or the manner of sale of any such collateral;



TRADEMARK
REEL: 002125 FRAME: 0718

(d) any consent by the Secured Parties to the change, restructure or termination of the corporate structure or existence of any Grantor and any corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(e) any modification, compromise, settlement or release by the Secured Parties, by operation of law or otherwise, collection or other liquidation of the Secured Obligations or the liability of Borrower or any Grantor (other than the Grantor against which this Agreement is to be enforced), or of any collateral for the Secured Obligation (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments), in whole or in part, and any refusal of payment by the Agent or any Lender in whole or in part, from any obligor or Guarantor (other than the Grantor against which this Agreement is sought to be enforced) in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(f) any other circumstance (including without limitation any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, a Grantor.

The granting of a Security Interest in the Collateral shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party, upon the insolvency, bankruptcy or reorganization of the Borrower or any Grantor or otherwise, all as though such payment had not been made.

20. **Entire Agreement.** This Agreement, together with the Credit Agreement, the Guaranty Agreement and other Loan Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Neither this Agreement nor any portion or provision hereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than by an agreement, in writing signed by the parties hereto.

21. **Further Assurances.** Each Grantor agrees at its own expense to do such further acts and things, and to execute and deliver such additional conveyances, assignments, financing statements, agreements and instruments, as the Agent may at any time reasonably request in connection with the administration or enforcement of this Agreement or related to the Collateral or any part thereof or in order better to assure and confirm unto the Agent its rights, powers and remedies for the benefit of the Secured Parties hereunder and pay all charges, expenses and fees the



TRADEMARK
REEL: 002125 FRAME: 0719

Agent may reasonably incur in filing any of such documents and all taxes relating thereto. Each Grantor hereby consents and agrees that the issuers of or obligors in respect of the Collateral shall be entitled to accept the provisions hereof as conclusive evidence of the right of the Agent, on behalf of the Secured Parties, to exercise its rights hereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by such Grantor or any other Person to any of such issuers or obligors. Each Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or a financing statement is sufficient as a financing statement and may be filed by the Agent in any filing office.

22. **Binding Agreement; Assignment.** This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns, except that no Grantor shall be permitted to assign this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Agent as Collateral under this Agreement without prior written consent of the Agent. All references herein to the Agent shall include any successor thereof, each Lender and any other obligees from time to time of the Obligations.

23. **Swap Agreements.** Any Rate Hedging Obligations of a Grantor shall be deemed to be Secured Obligations secured hereby, and each Lender or affiliate of a Lender party to any agreement or arrangement of a Grantor with respect to any such Rate Hedging Obligations shall be deemed to be a Secured Party hereunder.

24. **Severability.** The provisions of this Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

25. **Counterparts.** This Agreement may be executed in any number of counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

26. **Remedies Cumulative**. All remedies hereunder are cumulative and are not exclusive of any other rights and remedies of the Agent provided by law or under the Credit Agreement, the other Loan Documents, or other applicable agreements or instruments. The making of the Loans to, and issuing of Letters of Credit for the benefit of, the Borrower pursuant to the Credit Agreement and the extension of the Revolving Credit Facility to the Borrower pursuant to the Credit Agreement shall be conclusively presumed to have been made or extended, respectively, in reliance upon each Assignor's assignment of the Assigned Interests pursuant to the terms hereof.

27. **Termination.** This Agreement and all obligations of each Grantor hereunder shall terminate on the Facility Termination Date, at which time the Liens and rights granted to the Agent for the benefit of the Secured Parties hereunder shall automatically terminate and no longer be in



TRADEMARK
REEL: 002125 FRAME: 0720

effect, and the Collateral shall automatically be released from the Liens created hereby. Upon such termination of this Agreement, the Agent shall, at the sole expense of the Grantors, reassign and redeliver to each applicable Grantor such Collateral then held by or for the Agent and execute and deliver to such Grantor such documents as such Grantor shall reasonably request and take such further actions as may be necessary to effect the same and as shall be reasonably acceptable to the Agent.

**28.** Notices. Any notice required or permitted hereunder shall be given, (a) with respect to any Grantor, at the Borrower's address indicated in Section 13.2 of the Credit Agreement and (b) with respect to the Agent or a Lender, at the Agent's address indicated in Section 13.2 of the Credit Agreement. All such notices shall be given and shall be effective as provided in Section 13.2 of the Credit Agreement.

**29. Governing Law; Venue; Waiver of Trial by Jury.**

**(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE NOTWITHSTANDING ITS EXECUTION AND DELIVERY OUTSIDE SUCH STATE.**

**(b) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF BROWARD, STATE OF FLORIDA, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.**

**(c) EACH GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF THE BORROWER PROVIDED BY SECTION 13.2 OF THE CREDIT AGREEMENT, AND IN ACCORDANCE WITH SECTION 13.2 OF THE CREDIT AGREEMENT, OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF FLORIDA.**



TRADEMARK
REEL: 002125 FRAME: 0721

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE THE AGENT OR ANY LENDER FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY PLACE WHERE EACH GRANTOR OR ANY OF SUCH GRANTOR'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, THE JURISDICTION OF ANY OTHER COURT OR COURTS WHICH NOW OR HEREAFTER, BY REASON OF ITS PRESENT OR FUTURE DOMICILE, OR OTHERWISE, MAY BE AVAILABLE TO IT.

(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH GRANTOR AND THE AGENT ON BEHALF OF THE LENDERS HEREBY AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND EACH PARTY HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE THAT EACH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

30. **Definitions.** All terms used herein shall be defined in accordance with the appropriate definitions appearing in the Uniform Commercial Code as in effect in Florida, and such definitions are hereby incorporated herein by reference and made a part hereof.



TRADEMARK
REEL: 002125 FRAME: 0722

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF,** the parties have duly executed this Security Agreement on the day and year first written above.

**GRANTORS:**

**BUNING ACQUISITION, INC.**
**FLORAFAX FINANCIAL SERVICES CORP.**
**GERALD STEVENS OPERATIONS CO.**
**GERALD STEVENS DELAWARE, INC.**
**GS CALL CENTER CO.**
**GS GIFT CERTIFICATE CO.**
**GS MISSOURI, INC.**
**GS SOUTH CAROLINA, INC.**
**GS TENNESSEE, INC.**
**NATIONAL FLORA FLORIDA, INC.**

**WITNESS:**

Judy V. Fradin
Rochelle Weissman

By: Albert J. Detz
**Albert J. Detz**
Senior Vice President and Treasurer

**GERALD STEVENS GEORGIA, LP**

**By: Martina's, Inc.**
**Its: General Partner**

**WITNESS:**

Judy V. Fradin
Rochelle Weissman

By: Albert J. Detz
**Albert J. Detz**
Senior Vice President and Treasurer

**GRANTORS (CONT'D):**

**A.G.A. FLOWERS, INC.**
**GS ACCOUNTS RECEIVABLE CO.**
**GS DATABASE CO.**
**GS DATABASE MANAGEMENT CO.**
**GS INTANGIBLES MANAGEMENT CO.**
**GS INTERACTIVE, INC.**
**GERALD STEVENS PROPERTIES, INC.**

**WITNESS:**

Rochelle Weissman
Rochelle L. Kaye

By: Thomas L. Boesen
**Thomas L. Boesen**
President

**GERALD STEVENS TEXAS, LP**

**By: GS Texas General, Inc.**
**Its: General Partner**

**WITNESS:**

Judy V. Dinder
Rochelle Weissman

By: Albert J. Detz
**Albert J. Detz**
Senior Vice President and Treasurer

GRANTORS (CONT'D):

**GERALD STEVENS WISCONSIN LIMITED PARTNERSHIP**

**By: GS Wisconsin General, Inc.**
**Its: General Partner**

**WITNESS:**

By: _____
**Albert J. Detz**
Senior Vice President and Treasurer

**KUHN & EXOTIC, LLC**

**By: Gerald Stevens, Inc.**
**Its: Sole Member**

**WITNESS:**

By: _____
**Albert J. Detz**
Sr. Vice President and Chief Financial Officer

**AGENT:**

**BANK OF AMERICA, N.A.**, successor by merger of NationsBank, National Association, as Agent for the Lenders

**WITNESS:**

By: _____
Name: Richard M. Starke
Title: Managing Director



TRADEMARK
REEL: 002125 FRAME: 0727

# SECURITY AGREEMENT SUPPLEMENT

**THIS SECURITY AGREEMENT SUPPLEMENT** (this "Supplement"), dated as of _____ is made by and between _____ (the "Grantor"), and **BANK OF AMERICA, N.A.**, successor by merger of NationsBank, National Association, a national banking association organized and existing under the laws of the United States, as Agent (the "Agent") for each of the financial institutions (the "Lenders") now or hereafter party to the Amended and Restated Credit Agreement dated as of June 4, 1999 among such Lenders, the Agent, Gerald Stevens, Inc. and Gerald Stevens Retail, Inc. (the "Credit Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement (as defined below).

**WHEREAS,** the Grantor is a party to that certain Security Agreement dated _____ _____ by and among the Grantor, the other Grantors party thereto and the Agent (the "Security Agreement") granting a security interest in all of the personal property and assets of such Grantor to the Agent for the benefit of the Lenders; and

**WHEREAS,** the Grantor has acquired Additional Collateral and pursuant to the terms of the Security Agreement the Grantor is required to (i) confirm that the Additional Collateral is subject to the Security Agreement and (ii) submit revised Schedules I, II, III, IV, V and VI to the Security Agreement necessary to reflect the Additional Collateral; and

**WHEREAS,** a material part of the consideration given in connection with and as an inducement to the execution and delivery of the Credit Agreement by the Secured Parties was the obligation of the Grantor to grant to the Agent for the benefit of the Lenders a first priority security interest in and to the Additional Collateral; and

**WHEREAS,** the Secured Parties have required the Grantor to grant to the Agent for the benefit of the Lenders a first priority security interest in and to all of the Additional Collateral in accordance with the terms of the Security Agreement;

**NOW, THEREFORE,** the Grantor hereby agrees as follows with the Agent, for the benefit of the Lenders:

1. The Grantor hereby affirms the grant to the Agent for the benefit of the Lenders of a first priority lien and security interest in and to, the Additional Collateral as collateral security for the payment, performance and satisfaction of the Secured Obligations in accordance with the terms of the Security Agreement.

2. The Grantor further acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitutes "Collateral" under and is subject to the Security Agreement. Each of the representations and warranties with respect to Collateral contained in the Security Agreement is hereby made by the Grantor with respect to the Additional Collateral. The necessary supplements to Schedules I, II, III, IV, V and VI to the Security Agreement reflecting the Additional Collateral, together with any additional documentation required to be delivered to the Agent pursuant to the Security Agreement, have been delivered herewith to the Agent.

**IN WITNESS WHEREOF,** the Grantor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

**[GRANTOR]**

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

**BANK OF AMERICA, N.A.**
successor by merger of NationsBank, National Association,
as Agent for the Lenders

By: _____
Name: _____
Title: _____

**SCHEDULE I**

List of Grantors

1. Buning Acquisition, Inc., a Florida corporation
2. Kuhn & Exotic LLC, a Florida limited liability company
3. Gerald Stevens Operations Co., a Florida corporation
4. Gerald Stevens Delaware, Inc., a Delaware corporation
5. GS Gift Certificate Co., a Florida corporation
6. Gerald Stevens Properties, Inc., a Nevada corporation
7. GS Accounts Receivable Co., a Nevada corporation
8. GS Database Co., a Nevada corporation
9. GS Intangibles Management Co., a Nevada corporation
10. GS Database Management Co., a Nevada corporation
11. GS Call Center Co., a Florida corporation
12. GS Interactive, Inc., a Nevada corporation
13. A.G.A. Flowers, Inc., a Nevada corporation
14. Florafax Financial Services Corp., a Delaware corporation
15. Gerald Stevens Texas, L.P., a Texas limited partnership
16. Gerald Stevens Wisconsin Limited Partnership, a Wisconsin limited partnership
17. Gerald Stevens Georgia, L.P., a Georgia limited partnership
18. National Flora Florida, Inc., a Florida corporation
19. GS South Carolina, Inc., a South Carolina corporation
20. GS Tennessee, Inc., a Tennessee corporation
21. GS Missouri, Inc., a Missouri corporation
22. The Rose Shop NV, Inc., a Nevada corporation



TRADEMARK
REEL: 002125 FRAME: 0730

**SCHEDULE II**
Location of Accounts

1. Buning Acquisition, Inc.

| Address | Property Owner |
|---|---|
| 3860 West Commercial Boulevard<br>Fort Lauderdale, FL 33309 | |
| 300 East Las Olas Boulevard<br>Fort Lauderdale, FL 33301 | |
| 20600 NW 2nd Avenue<br>Miami, FL 33169 | |
| 401 North Federal Highway<br>Hollywood, FL 33020 | |
| 2900 Biscayne Boulevard*<br>Miami, FL 33137 | Arthur Stone, Individually |
| 880 South Federal Highway*<br>Boca Raton, FL 33432 | Arthur Stone, Individually |
| 15657 South Dixie Highway<br>Miami, FL 33157 | |
| 2804 South Dixie Highway*<br>West Palm Beach, FL 33405 | Arthur Stone, Individually |
| 2912 East Colonial Drive*<br>Orlando, FL 32803 | Arthur Stone, Individually |
| 7400 Fourth Street North<br>St. Petersburg, FL 33702 | |

*Leased Premises

2. Kuhn & Exotic LLC
   **a. Acquisition of Andrade's Flowers**

| Address | Property Owner |
|---|---|
| 9866 Baymeadows Road<br>Jacksonville, Florida 32256 | Deerwood Marketplace Associates |

**b. Acquisition of Flowers & Flowers**

| Address | Property Owner |
|---|---|
| 925 Lincoln Road<br>Miami Beach, Florida 33139 | Sterling Building, Inc. |



TRADEMARK
REEL: 002125 FRAME: 0731

c. **Acquisition of Daisy Flower Shop**

| Address | Property Owner |
|---|---|
| 5580 South Highway 17<br>Casselbury, Florida 32707 | Harry F. Carroll |

d. **Acquisition of Orlando Flower Mart**

| | |
|---|---|
| 4085A L.B. McLeod Road<br>Orlando, Florida 32811 | Continental Mortgage & Equity Trust |
| Shops of Oakmont<br>1210 International Parkway South, Space J<br>Lake Mary, FL 32746 | Pelloni Development Corporation |

e. **Acquisition of Pine Hills Florist**

| | |
|---|---|
| 5131 West Colonial Drive<br>Orlando, Florida 32808 | Chula Properties I, Inc. |

***Previous Acqusitions:***

f. **Acquisition of Kuhn and Exotic**

| Address | Property Owner |
|---|---|
| 2226 N.W. 82nd Avenue<br>Miami, Florida | Adler Office Associates, Ltd. |
| 2501 N. Federal Highway<br>Ft. Lauderdale, Florida | The Exotic Gardens, Inc. |
| 4651 N. Federal Highway<br>Boca Raton, Florida | The Exotic Gardens, Inc. |
| 3802 Beach Blvd.<br>Jacksonville, Florida | The Exotic Gardens, Inc. |
| 5006 San Juan Avenue<br>Jacksonville, Florida | Adolph R. Magels, Trustee |
| 1103 N. Ponce de Leon Blvd.<br>St. Augustine, Florida | Sharon K. King |
| 830-4 AIA<br>Ponte Vedra, Florida | Ponte Vedra Equities, Inc. |

g. **Acquisition of Jean Reba's**

| Address | Property Owner |
|---|---|
| 200 First Street South<br>Winter Haven, Florida 33880 | BBNB, Inc. |



TRADEMARK
REEL: 002125 FRAME: 0732

**h. Acquisition of Orlando Florists**

| Address | Property Owner |
|---|---|
| 2310 North Orange Avenue<br>Orlando, Florida 32804 | Castaways, Inc. and Jean B. Schneider |

**i. Acquisition of Flowers by Cindy**

| Address | Property Owner |
|---|---|
| 1390 Weston Road<br>Weston, Florida 33326 | Principal Life Insurance Company |

3. Gerald Stevens Operations Co.

| Address | Property Owner |
|---|---|
| 301 East Las Olas Blvd., Suite 300<br>Ft. Lauderdale, FL 33301 | Third Avenue Associates Limited Partnership |
| 1800 Eller Drive, Suite 300<br>Ft. Lauderdale, FL 33316 | Eller Drive Limited Partnership<br>(sublease from Renaissance Cruises, Inc.) |

4. Gerald Stevens Delaware, Inc.

| Address | Property Owner |
|---|---|
| 237 South Third Street<br>Columbus, Ohio 43215 | Capitol South Community Urban Redevelopment Corporation |

5. GS Gift Certificate Co.

| Address | Property Owner |
|---|---|
| 301 East Las Olas Blvd., Suite 300<br>Ft. Lauderdale, FL 33301 | Third Avenue Associates Limited Partnership |
| 1800 Eller Drive, Suite 300<br>Ft. Lauderdale, FL 33316 | Eller Drive Limited Partnership<br>(sublease from Renaissance Cruises, Inc.) |

6. Gerald Stevens Properties, Inc.

| Address | Property Owner |
|---|---|
| 639 Isbell Road, Suite 390<br>Reno, NV 89502 | Griffin Corporate Services |



TRADEMARK
REEL: 002125 FRAME: 0733

7. GS Accounts Receivable Co.

| Address | Property Owner |
|---|---|
| 639 Isbell Road, Suite 390<br>Reno, NV 89502 | Griffin Corporate Services |

8. GS Database Co.

| Address | Property Owner |
|---|---|
| 639 Isbell Road, Suite 390<br>Reno, NV 89502 | Griffin Corporate Services |

9. GS Intangibles Management Co.

| Address | Property Owner |
|---|---|
| 639 Isbell Road, Suite 390<br>Reno, NV 89502 | Griffin Corporate Services |

10. GS Database Management Co.

| Address | Property Owner |
|---|---|
| 639 Isbell Road, Suite 390<br>Reno, NV 89502 | Griffin Corporate Services |

11. GS Call Center Co.

| Address | Property Owner |
|---|---|
| 8075 20th Street<br>Vero Beach, Florida 32966 | Florafax International, Inc. |

12. GS Interactive, Inc.

| Address | Property Owner |
|---|---|
| 639 Isbell Road, Suite 390<br>Reno, NV 89502 | Griffin Corporate Services |
| 301 East Las Olas Blvd., Suite 300<br>Ft. Lauderdale, FL 33301 | Third Avenue Associates Limited Partnership |
| 1800 Eller Drive, Suite 300<br>Ft. Lauderdale, FL 33316 | Eller Drive Limited Partnership<br>(sublease from Renaissance Cruises, Inc.) |
| 962 Isabel Drive<br>Quentin Circle<br>Lebanon, Pennsylvania 17042 | Quentin Circle Group<br>P.O. Box 551<br>East Petersburg, Pennsylvania 17520 |



TRADEMARK
REEL: 002125 FRAME: 0734

13. A.G.A. Flowers, Inc.

| Address | Property Owner |
|---|---|
| 639 Isbell Road, Suite 390<br>Reno, NV 89502 | Griffin Corporate Services |
| 8416 N.W. 17th Street<br>Miami, FL 33126 | Codina Real Estate Management, Inc.<br>Beacon Centre<br>8323 N.W. 12th Street, Suite 115<br>Miami, FL 33126 |

14. Florafax Financial Services Corp.

| Address | Property Owner |
|---|---|
| 8075 20th Street<br>Vero Beach, Florida 32966 | Florafax International, Inc. |
| 6923 E. 14th Street<br>Tulsa, OK 74112 | Vern W. Anderson and Mariella Anderson, Living Trust |

15. Gerald Stevens Texas, L.P.

**a. Acquisition of Zen Floral**

| Address | Property Owner |
|---|---|
| 1626 Edison Street<br>Dallas, Texas 75207 | Savoy Realty Company Limited |

**b. Acquisition of Corner Florist**

| Address | Property Owner |
|---|---|
| 2193 Buckingham Road<br>Richardson, Texas 75081 | Today Richwood, L.P. |

**c. Acquisition of Connor's Flowers**

| Address | Property Owner |
|---|---|
| 3220 Custer Road<br>Plano, Texas 75075 | Today Parkwood, L.P. |
| 1932 Switzerland Avenue<br>Plano, Texas 75248 | Custer Realty, Inc. |



TRADEMARK
REEL: 002125 FRAME: 0735

**d. Acquisition of Bloomingfield's Florist**

| Address | Property Owner |
|---|---|
| 2005 North Zarzamora Street<br>San Antonio, Texas 78201 | Howard J. Schain |
| 6565 Babcock, Suite 21<br>San Antonio, Texas 78249 | Babcock Plaza, Ltd. |
| 11888 Starcrest, #111<br>San Antonio, Texas 78247 | Henrik Palme |
| 8057 Callaghan Road<br>San Antonio, Texas 78230 | Grandview Partners, Ltd |
| 6111 Tezel Road<br>San Antonio, Texas 78250 | Howard J. Schain |

**e. Acquisition of The Ivy Door**

| Address | Property Owner |
|---|---|
| 1565 W. Main Street<br>Lewisville, Texas 75067 | Matterhorn USA, Inc. |

***Previous Acquisitions:***

**f. Acquisition of Dr. Delphinium Designs, Inc.**

| Address | Property Owner |
|---|---|
| 5806 Lovers Lane<br>Dallas, Texas 75225 | Roscoe F. White, Jr.<br>7040 Yamini<br>Dallas, Texas 75230 |

**g. Acquisition of Apples to Zinnias**

| Address | Property Owner |
|---|---|
| 4024 Villanova Drive<br>Dallas, Texas 75225 | Caruth/Preston Road Associates, Ltd. |



TRADEMARK
REEL: 002125 FRAME: 0736

**h. Acquisition of Avant Garden**

| Address | Property Owner |
|---|---|
| 4 Highland Park Village<br>Dallas, Texas 75205 | Highland Park Shopping Village |
| 8080 North Central Expressway<br>Suite 1100<br>Dallas, Texas 75206 | NorthPark Center, Ltd. |
| 3000 Carlisle<br>Suite 105<br>Dallas, Texas 75204 | (office space) Weston Plaza Ltd., formerly McKinney Avenue Properties No. 2, Ltd. |

**i. Acquisition of Especially for You**

| Address | Property Owner |
|---|---|
| 14855 Blanco Road<br>Suite 110<br>San Antonio, TX 78216 | Intco Investments of Texas, Inc., as agent for The Courtyard of Camino Real |

**j. Acquisition of Blanton Niday**

| Address | Property Owner |
|---|---|
| 10651 Harwin<br>Suite 710<br>Houston, Texas 77036 | Southern Floral Company, Inc. |

**k. Acquisition of Shaw Florist**

| Address | Property Owner |
|---|---|
| 2155 Marsh Lane<br>Carrollton, Texas 75006 | Punjab Partners, Ltd. |

16. Gerald Stevens Wisconsin Limited Partnership

**a. Acquisition of Sunnyside Florists**

| Address | Property Owner |
|---|---|
| 3021 75th Street<br>Kenosha, Wisconsin 53142 | Brad Weinstock |



TRADEMARK
REEL: 002125 FRAME: 0737

**b. Acquisition of Baumgarten-Kreuger**

| Address | Property Owner |
|---|---|
| 225 East Wisconsin Avenue<br>Milwaukee, Wisconsin 53202 | Milwaukee Building Corporation |
| 7516 West Oklahoma<br>West Allis, Wisconsin 53219 | Renee Israel |

**c. Acquisition of Stabelfeldt's Flowers**

| Address | Property Owner |
|---|---|
| 1515 West Silver Spring Drive<br>Milwaukee, WI 53209 | Jalas Silver Spring Property, LLC |

***Previous Acquisitions:***

**d. Acquisition of Alan Preuss Florists**

| Address | Property Owner |
|---|---|
| 17680 E West Bluemound<br>Brookfield, Wisconsin 53045 | B.B.&K/Brownstones, Inc. |
| 240 West Wells<br>Milwaukee, Wisconsin 53203 | The Century Building |
| Pavillion at Mequon<br>10994 N. Port Washington Road<br>Mequon, Wisconsin 53092 | The Pavillion at Mequon Limited Partnership |

**e. Acquisition of Harvey O. Preuss Florists**

| Address | Property Owner |
|---|---|
| 7984 West Appleton Avenue<br>Milwaukee, Wisconsin 53218 | H.E.S. Preuss Enterprises |
| 600 Hartbrook Drive #10<br>Hartland, Wisconsin | Hartbrook Mall Associates |



TRADEMARK
REEL: 002125 FRAME: 0738

**f. Acquisition of Locker's**

| Address | Property Owner |
|---|---|
| 9125 West North Avenue<br>Wauwatosa, Wisconsin 53226 | Carson Pirie Scott & Co. (f/k/a P.A. Bergner & Co.)/Harold's |
| 609 North 4th Street<br>Milwaukee, Wisconsin 53202 | Sak's, Inc. |
| Kiosk in General Mitchell International Airport<br>Milwaukee, Wisconsin | 24 Hour Flowers, Inc. |

17. Gerald Stevens Georgia, L.P.

**a. Acquisition of A Harts and Flowers**

| Address | Property Owner |
|---|---|
| 7278 Roswell Road, NE<br>Atlanta, GA 30328 | North Springs Associates, Ltd.<br>Charlotte H. Guffey |
| 926 Montreal Road<br>Clarkston, GA 30021 | United Companies Life Insurance Company |
| 5146 Jimmy Carter Road<br>Norcross, GA 30093 | North Springs Associates, Ltd.,<br>Charlotte H. Guffey |
| 212 Ingram Avenue<br>Cumming, GA 30040 | Charlotte H. Guffey |

**b. Acquisition of Atlanta Wildflowers**

| Address | Property Owner |
|---|---|
| 1839 Piedmont Road, Northeast<br>Atlanta, GA 30324 | Nakato, Incorporated |

***Previous Acquisitions:***

**c. Acquisition of Martina's**

| Address | Property Owner |
|---|---|
| 3830 Washington Road<br>Martinez, Georgia 30907 | The John D. Hickok Trust<br>c/o Davis Commercial Properties<br>3830 Washington Road<br>Martinez, Georgia 30907 |

**d. Acquisition of John Wolf Florist**

| Address | Property Owner |
|---|---|
| 6228 Waters Avenue<br>Savannah, Georgia | Janice T. Gatch |



TRADEMARK
REEL: 002125 FRAME: 0739

e. **Acquisition of Flowers From Holland**

| Address | Property Owner |
|---|---|
| 3393 Peachtree Road<br>Lenox Square<br>Atlanta, Georgia 30326 | The Real Property Trust, a Massachusetts Business Trust, as successor to Capital Property Investors. |
| 1122-A<br>Old Chattahoochee Avenue<br>Atlanta, Georgia 30318 | Warren N. Steinberg |

f. **Acquisition of Weinstock's**

| Address | Property Owner |
|---|---|
| 5290 Roswell Road<br>Atlanta, Georgia 30342 | Gary L. and Larry McCleskey |

g. **Acquisition of Suzanne's**

| Address | Property Owner |
|---|---|
| 357 Highland Avenue<br>Augusta, Georgia 30909 | Springdale Partners |

h. **Acquisition of Anderson's Flowers**

| Address | Property Owner |
|---|---|
| 2617 Peach Orchard Road<br>Augusta, Georgia 30906 | Susan A. Bone |

i. **Acquisition of Atlanta Premier**

| Address | Property Owner |
|---|---|
| Charlene's<br>5988 Roswell Road<br>Atlanta, GA 30328 | Malon D. Mimms |
| Vinings Express<br>2810 Paces Ferry Road<br>Atlanta, GA 30339 | Sandy Springs Plaza, Inc. |
| Joy of Flowers<br>795 Holcomb Bridge Road<br>Roswell, GA 30076 | Venture Properties |



TRADEMARK
REEL: 002125 FRAME: 0740

18. National Flora Florida, Inc.

| Address | Property Owner |
|---|---|
| 4211 NW 16th Blvd.<br>Gainesville, FL 32606 | Cynwyd Investments<br>725 Conshohocken State Road<br>Bala-Cynwyd, PA 19004 |

19. GS South Carolina, Inc.

**a. Acquisition of Rosewood Florists**

| Address | Property Owner |
|---|---|
| 2917 Rosewood Drive<br>Columbia, South Carolina 29205 | Charles Russell and Mary Russell |

**b. Acquisition of Buddy's Flower and Gift Shop**

| Address | Property Owner |
|---|---|
| 7345A Park Lane Road<br>Columbia, South Carolina 29223 | C. A. Edwards and Jane H. Edwards, his wife |

20. GS Tennessee, Inc.

| Address | Property Owner |
|---|---|
| 204 South Washington Street<br>Maryville, Tennessee 37804 | Naomi Cunningham |
| 2308 East Lamar Alexander Parkway<br>Maryville, Tennessee 37804 | George W. Province |

21. GS Missouri, Inc.

| Address | Property Owner |
|---|---|
| 3801 South Grand Avenue<br>St. Louis, Misosuri 63118 | 3801 South Grand Limited Partnership |

22. The Rose Shop NV, Inc.

| Address | Property Owner |
|---|---|
| 1903 San Pedro<br>San Antonio, Texas 78212 | E. B. Castro, Jr. |



TRADEMARK
REEL: 002125 FRAME: 0741

**SCHEDULE III**
Location of Inventory

Same locations as those listed on Schedule II.



TRADEMARK
REEL: 002125 FRAME: 0742

**SCHEDULE IV**
Location of Equipment

Same locations as those listed on Schedule II.



TRADEMARK
REEL: 002125 FRAME: 0743

**SCHEDULE V**
Trade Names and Styles

1. Buning Acquisition, Inc.

    - We Deliver Smiles
    - Buning The Florist

2. Kuhn & Exotic LLC
    **a. Acquisition of Andrade's Flowers**

    - Andrade's Floral Shoppes
    - Andrade's Flowers
    - By Candlelight

    **b. Acquisition of Flowers & Flowers**

    - Flowers & Flowers
    - Miami Beach Florist

    **c. Acquisition of Daisy Flower Shop**

    - Daisy Flower Shop

    **d. Acquisition of Orlando Flower Mart**

    - Orlando Flower Mart
    - In Bloom at Orlando Flower Mart
    - In Bloom at Heathrow
    - In Bloom

    **e. Acquisition of Pine Hills Florist**

    - Pine Hills Florist

***Previous Acquisitions:***

**f. Acquisition of Kuhn and Exotic**

- Kuhn Flowers
- The Exotic Gardens



TRADEMARK
REEL: 002125 FRAME: 0744

**g. Acquisition of Jean Reba's**

- Jean Reba's Flower Shoppe
- Jean & Reba's Flower Shoppe

**h. Acquisition of Orlando Florist**

- Orlando Florist
- Orlando Florist & Antique Shoppe
- Orlando Wholesale Floral Distributors

**i. Acquisition of Flowers by Cindy**

- Flowers by Cindy
- Weston Flower Shop

3. Gerald Stevens Operations Co.

- None

4. Gerald Stevens Delaware, Inc.

- Wilson's Flowers
- Wilson Flowers

5. GS Gift Certificate Co.

- None

6. Gerald Stevens Properties, Inc.

- None

7. GS Accounts Receivable Co.

- None

8. GS Database Co.

- None

9. GS Intangibles Management Co.

- None



TRADEMARK
REEL: 002125 FRAME: 0745

10. GS Database Management Co.

None

11. GS Call Center Co.

None

12. GS Interactive, Inc.

None

13. A.G.A. Flowers, Inc.

- A.G.A. Flowers
- A Grade Above

14. Florafax Financial Services Corp.

- None

15. Gerald Stevens Texas, L.P.

**a. Acquisition of Zen Floral**

- Luther-A Floral Artist
- Zen Floral Design
- Zen Concepts
- Zen Floral Design Studio
- Zen Flower Design

**b. Acquisition of Corner Florist**

- Corner Florist

**c. Acquisition of Connor's Flowers**

- Connor's Flowers



TRADEMARK
REEL: 002125 FRAME: 0746

**d. Acquisition of Bloomingfield's Florist**

- The Little Flower Shop
- Little Flower Shop
- American Floral
- Little Flower Shop and Bridals
- Blossoms Florist
- Bloomingfields Shop
- Bloomingdales Shop
- Floraltrends
- Floral Connection
- Flowers by Phone
- Chesterfield Florist

**e. Acquisition of The Ivy Door**

- The Ivy Door

***Previous Acquisitions:***

**f. Acquisition of Dr. Delphinium Designs**

- Dr. Delphiniums
- Dr. Delphinium Designs
- European Flower Market

**g. Acquisition of Apples to Zinnias**

- Apples to Zinnias

**h. Acquisition of Avant Garden**

- Avant Garden

**i. Acquisition of Especially for You**

- Especially for You Flowers
- Especially for You Florist



TRADEMARK
REEL: 002125 FRAME: 0747

**j. Acquisition of Blanton Niday**

- Blanton Niday Florist
- 999-ROSE
- All About Flowers
- Earthman's Floral Shop

**k. Acquisition of Shaw Florist**

- Shaw Florist

16. Gerald Stevens Wisconsin Limited Partnership

**a. Acquisition of Sunnyside Florists**

- Sunnyside Florists & Gifts
- Sunnyside Florists & Greenhouses

**b. Acquisition of Baumgarten-Kreuger**

- Baumgarten-Kreuger
- Flower Boutique

**c. Acquisition of Stabelfeldt's Flowers**

- Stabelfeldt's Flowers

***Previous Acquisitions:***

**d. Acquisition of Alan Preuss Florists**

- Alan Preuss Florists

**e. Acquisition of Harvey O. Preuss Florists**

- Harvey O. Preuss Florists

**f. Acquisition of Locker's**

- Locker's Flowers
- Locker's Florist
- Locker's Florist & Conservatories
- Locker's Conservatories & Gifts
- Select Where There's Variety in Abundance



TRADEMARK
REEL: 002125 FRAME: 0748

- Milwaukee's Foremost Florist

17. Gerald Stevens Georgia, L.P.

**a. Acquisition of A Harts and Flowers**

- A Harts & Flowers
- Bonnie's Flower Shop, Inc.
- The Rewolf Corp.
- Harts & Flowers
- A Blooming Bouquet
- Bonnie's Flowers

**b. Acquisition of Atlanta Wildflowers**

- Atlanta Wildflowers – a European Floral Market

***Previous Acquisitions:***

**c. Acquisition of Martina's**

- Martina's
- Martina's Flowers

**d. Acquisition of John Wolf Florist**

- John Wolf Florist
- DJ of Savannah

**e. Acquisition of John Wolf Florist**

- Flowers from Holland

**f. Acquisition of Weinstock's**

- Weinstock's
- Weinstock's Flowers & Gifts

**g. Acquisition of Suzanne's**

- Suzanne's
- Suzanne's Floral Company



TRADEMARK
REEL: 002125 FRAME: 0749

**h. Acquisition of Anderson's Flowers**

- Anderson's
- Anderson's Flowers & Gifts

**i. Acquisition of Atlanta Premier**

- Charlene's
- Flower Shoppe
- The Flower Shoppe
- Vinings Express
- Vinings Flowers
- Vinings Express Flowers
- Joy of Flowers
- America's Premier Florist

18. National Flora Florida, Inc.

- National Flora Florida

19. GS South Carolina, Inc.

**a. Acquisition of Rosewood Florists**

- Rosewood Florists

**b. Acquisition of Buddy's Flower and Gift Shop**

- Buddy's Flower and Gift Shop
- Buddy's

20. GS Tennessee, Inc.

- Hartman Flowers
- Hartman's Florist
- Horne's Florist
- Province

21. GS Missouri, Inc.

- Nettie's
- Nettie's Flower Garden



TRADEMARK
REEL: 002125 FRAME: 0750

22. The Rose Shop NV, Inc.

- The Rose Shop

**SCHEDULE VI**
List of General Intangibles

1. Buning Acquisition, Inc.

| License | Licensing Authority | License Number | Store Location |
|---|---|---|---|
| Occupational License Tax | Broward County | 337-0000301 | Las Olas |
| Occupational License Tax | Broward County | 270-0001163 | Ft. Lauderdale |
| Occupational License Tax | Broward County | 337-0000300 | Hollywood |
| Occupational License Tax | City of Hollywood | 7323026 | Hollywood |
| Occupational License Tax | Dade County | 037464-5 | S. Miami |
| Occupational License Tax | Dade County | 309105-5 | N. Miami Beach |
| Occupational License Tax | Dade County | 002032-1 | Miami |
| Occupational License Tax | Palm Beach County | 1982-09381 | W. Palm Beach |
| Occupational License Tax | Palm Beach County | 1982-09377 | Boca Raton |
| Occupational License Tax | Orange County | 3200-0003763 | Orlando |
| Occupational License Tax | City of Orlando | 0001349-003 | Orlando |
| Occupational License Tax | City of St. Petersburg | 10281 | St. Petersburg |
| Nursery Stock Dlr. License | State of Florida Dept. of Agriculture | 11506303 | |

2. Kuhn & Exotic LLC
   **a. Acquisition of Andrade's Flowers**

   - City of Jacksonville, Occupational License Tax – Account 002019-0000-5
   - State of Florida, Department of Business and Professional Regulation, Retailer of Alcoholic Beverages #5353123
   - Department of Business and Professional Licensing #BEV 2602548
   - State of Florida, Nursery Stock Dealer Certificate of Registration No. 10428001

   **b. Acquisition of Flowers & Flowers**

   - Business licenses issued by Miami Beach, Florida and Dade County, Florida

   **c. Acquisition of Daisy Flower Shop**

   - FEIN 59-3087859
   - Seminole County Occupational License #010769
   - City of Casselbury Occupational License #00011301
   - State of Florida, Department of Agriculture Nursery Certificate #11502316



TRADEMARK
REEL: 002125 FRAME: 0752

**d. Acquisition of Orlando Flower Mart**

- Orange County Occupational License #3502-0076592
- Seminole County Ocupational License #104679
- State of Florida Department of Revenue Certificate #58-12-108617-44
- State of Florida Nursery Stock Dealer Certificate #47219255
- City of Orlando Occupational License #00-002185

**e. Acquisition of Pine Hills Florist**

- State of Florida Nursery Stock Deal Certificate of Registration #36423A
- Orange County Occupational License #3200-0019024
- FEIN #59-1278002

***Previous Acquisitions:***

**f. Acquisition of Kuhn and Exotic**

- Florida Trademark Registration of "The Exotic Gardens" number 929735, expiration 6/14/03.
- United States Trademark Registration of "The Exotic Gardens" number 1,845,815, expiration 6/19/04.
- Occupational License, City of Boca Raton, license number 98-03159.
- Occupational License (fruit shippers), Broward County, license number 325-0001285.
- Occupational License (retail), Miami-Dade County, license number 006065-7.
- Occupational License (wholesale/distributor), Miami-Dade County, license number 378-0002970.
- Occupational License, City of Jacksonville, license number 021044-0000-1.
- Occupational License, City of Jacksonville, license number 006651-0000-3.
- Occupational License, St. Johns County, license number 653-0002918.
- Occupational License, St. Johns County, license number 653-0015622.

**g. Acquisition of Jean Reba's**

- State of Florida Dept. of Agriculture and Consumer Services Nursery Stock Dealer Certificate of Registration, number 11505496
- State of Florida Dept. of Business and Professional Regulation Alcoholic Beverage & Tobacco alcoholic beverage license number BEV-6301851
- Polk County Occupational License Tax, account number 473-0001665
- City of Winter Haven Occupational License number 21347



TRADEMARK
REEL: 002125 FRAME: 0753

**h. Acquisition of Orlando Florist**

- City of Orlando Occupational License number 98-001070 Retail
- City of Orlando Occupational License number 98-005478 Wholesale
- Orange County Occupational License number 3200-0053023 Retail
- Orange County Occupational License number 3502-0000101 Wholesale
- Florida Dept. of Revenue Certificate of Registration number 58-12-094138-44-8
- Florida Dept. of Revenue Certificate of Registration number 58-12-132223-80
- Florida Dept. of Agriculture and Consumer Services, Nursery Stock Dealer Certificate of Registration number 34435A

**i. Acquisition of Flowers by Cindy**

- Nursery Stock Dealer Certificate of Registration from the State of Florida Department of Agriculture and Consumer Services. License Number 34298A
- City of Weston Occupational License. License Number 1050.
- Broward County Occupational License Tax Number 6941.
- State of Florida Department of Business and Professional Regulation (Alcohol Beverage and Tobacco). License Number 5026079.

3. Gerald Stevens Operations Co.

- None

4. Gerald Stevens Delaware, Inc.

- Franklin County Vendor's License
- Federal Employer Identification Number 31-4344240
- Sales Tax Identification Number 25-243702
- Ohio Bureau of Worker's Compensation – valid through 12-31-99; License #402999
- Columbus Chamber of Commerce membership
- Columbus Convention Bureau membership
- Society of American Florists membership

5. GS Gift Certificate Co.

- None



TRADEMARK
REEL: 002125 FRAME: 0754

6. Gerald Stevens Properties, Inc.

| Mark | Serial No./ Reg. No. | Application Status |
|---|---|---|
| **GERALD STEVENS & Design** (stacked version) | 75/682,752 | Pending |
| **GERALD STEVENS & Design** (linear version) | 75/682,751 | Pending |
| **GERALD STEVENS & Design** (lined for color) | 75/682,750 | Pending |
| **Miscellaneous Design** (leaf design) | 75/682,624 | Pending |
| **365** | 75/510,766 | Pending |
| **THREE SIXTY FIVE 365** | 75/510,768 | Pending |
| **THREE SIXTY FIVE** | 75/510,769 | Pending |
| **GERALD STEVENS FLOWERS & GIFTS** | 75/543,681 | Pending |
| **GERALD STEVENS** | 75/543,932 | Pending |
| **FLOWERMARKET** | 75/745,932 | Pending |
| **FLOWERMARKET.COM** | 75/745,930 | Pending |
| **FRESHEST FLOWERS ON EARTH** | 75/724,839 | Pending |

7. GS Accounts Receivable Co.

   - None

8. GS Database Co.

   - Gerald Stevens Customer List

9. GS Intangibles Management Co.

   - Exclusive or nonexclusive right to license the use of the Gerald Stevens name to all other Gerald Stevens entities.

10. GS Database Management Co.

    - Exclusive or nonexclusive right to license the use of the Gerald Stevens Customer List.

11. GS Call Center Co.

    - **None**

12. GS Interactive, Inc.

- Internet Domain Name: FlowerLink.com
- Copyrighted Website: FlowerLink.com

13. A.G.A. Flowers, Inc.

- None

14. Florafax Financial Services Corp.

- None

15. Gerald Stevens Texas, L.P.

**a. Acquisition of Zen Floral**

Common Law Rights to the tradenames "Luther A-Floral Artist" and "ZEN Floral Design Studio"

**b. Acquisition of Corner Florist**

- Texas Sales and Use Tax Permit #1-75-2419620-5
- State of Texas Nursery/Floral Certificate of Registration No. 234605

**c. Acquisition of Connor's Flowers**

- Assumed Name Certificate for an Incorporated Business or Profession dated Sepember 19, 1996
- Texas Sales and Use Tax Permit No. 3-01189-4011-0
- Texas Nursery/Floral Certificate of Registration No. 228095
- Dallas County Assumed Name Certificate dated September 27, 1996
- Domain Name "Connorsflowrs.com" from Network Solutions dated July 27, 1999



TRADEMARK
REEL: 002125 FRAME: 0756

**d. Acquisition of Bloomingfield's Florist**

- Nursery Certificate #607 with State of Texas Department of Agriculture for Little Flower Shop
- Nursery Certificate #226574 with State of Texas Department of Agriculture for Bloomingdale's
- Nursery Certificate #18664 with State of Texas Department of Agriculture for Bloomingfields
- Nursery Certificate #17668 with State of Texas Department of Agriculture for Blossoms Shop
- Nursery Certificate with State of Texas Department of Agriculture for Floraltrends
- Sales Tax ID #2-460-75-3996
- Certificate of Occupancy for each Retail Store
- Agriculture Permit for each Retail Store

**e. Acquisition of the Ivy Door**

- Texas Sales and Use Tax Permit

***Previous Acquisitions:***

**f. Acquisition of Dr. Delphinium Designs, Inc.**

- Sales and Tax Permit, #1-75-2297583-2
- Trademark Registration- Dr. Delphinium Designs, Inc. #2,038,997
- Nursery/Floral Certificate of Registration, #10471

**g. Acquisition of Apples to Zinnias**

- Texas Sales and Use Tax Permit number 1-75-2690833-4.
- Texas Dept. of Agriculture Nursery/Floral Certificate of Registration, License number 235586.

**h. Acquisition of Avant Garden**

- None, other than tax permits

**i. Acquisition of Especially for You**

- Texas Sales and Use Tax Permit #1-74-225153
- Texas Nursery/Floral Certificate of Registration #21551



TRADEMARK
REEL: 002125 FRAME: 0757

**j. Acquisition of Blanton Niday**

- State of Texas Nursery/Floral Certificate #10793

**k. Acquisition of Shaw Florist**

- State of Texas, Nursery/Floral Certificate of Registration No. 511
- Texas Sales and Use Tax Permit No. 1-75-1601241-0

16. Gerald Stevens Wisconsin Limited Partnership

**a. Acquisition of Sunnyside Florists**

- Wisconsin Seller's Permit No. 245859
- Wisconsin Department of Agriculture License Permit or Registration, Nursery Dealer #16 000233

**b. Acquisition of Baumgarten-Kreuger**

- City of Milwaukee Food Dealer License No. 4201-F13-WN, expired June 30, 2000

**c. Acquisition of Stabelfeldt's**

- State of Wisconsin Department of Industry, Labor & Human Relations; Certificate of Operation (Boiler); File No. E0109215
- Wisconsin Department of Revenue, Employer Registration Certificate No. 506387
- Wisconsin Department of Agriculture, License Permit or Registration, Nursery Dealer No. 16 000271

***Previous Acquisitions:***

**d. Acquisition of Alan Preuss Florists**

- Occupancy permit for Brookfield, Milwaukee and Mequon locations.
- State of Wisconsin Seller's Permit.
- City of Milwaukee Food Sale Permit for Milwaukee location.
- City of Milwaukee Parking (Loading Zone) Permit.

**e. Acquisition of Harvey O. Preuss Florists**

- City of Milwaukee, Food Dealer License No. 0732
- Wisconsin Seller's Permit, Permit No. 139371



TRADEMARK
REEL: 002125 FRAME: 0758

**f. Acquisition of Locker's**

- State of Wisconsin, Department of State, Articles of Incorporation of Lockers, Inc.
- City of Wauwatosa, Food License #40. Expires June 30, 2000
- Wisconsin Department of Agriculture, Trade and Consumer Protection, Nursery Dealer Permit No. 16 001329. Expires March 31, 2000
- Wisconsin Department of Revenue, Wisconsin Seller's Permit No. 149112. Expires 12/1999

17. Gerald Stevens Georgia, L.P.

**a. Acquisition of A Harts and Flowers**

- Fulton County Business Occupational License #99 033713 001 (Atlanta store)
- City of Clarkston Business Registration #99-0048 (Clarkston store)
- Gwinnett County Occupational Tax Certificate #99001231 (Norcross store)

**b. Acquisition of Atlanta Wildflowers**

- City of Atlanta, Georgia Business Tax Registration Certificate No. 25657LGB

***Previous Acquisitions:***

**c. Acquisition of Martina's**

- Columbia County Business and Professional Occupation Tax Receipt -- expires 12/31/98
- Trade Name Registration – "Martina's Flowers & Gifts", Trade Name Book #2 Page "M"
- Live Plant License from Georgia Department of Agriculture

**d. Acquisition of John Wolf Florist**

- None

**e. Acquisition of Flowers From Holland**

- Business license (Fulton County)
- Plant license (Agricultural license)
- Sales tax license (State of Georgia)



TRADEMARK
REEL: 002125 FRAME: 0759

**f. Acquisition of Weinstock's**

- Fulton County Business License – 1998- #060237881
- Nursery License – 1999 - #8109 - Georgia
- State of Georgia Sales Tax Certificate - #060-96-16598-5
- Service Mark Registrations:
  "The People's Choice" – Reg. No. S-17194 (6/25/98)
  "Occasion Reminder Program" – Reg. No. S17195 (6/25/98)
- All rights inherent in the unregistered trade name "Weinstocks" and "Weinstocks Flowers & Gifts"

**g. Acquisition of Suzanne's**

- Occupational License, City of Augusta, State of Georgia License No. 67630.
- Georgia Dept. of Agriculture Live Plant License No. E288.

**h. Acquisition of Anderson's Flowers**

- Georgia Department of Revenue, Certificate of Registration Number 121-96-27201-9 (state taxpayer identification number 20010153714)
- Georgia Department of Agriculture – Live Plant License Number B052, expires 12/31/99
- Richmond County Business Certificate Number 1999#10201, expires 12/31/99
- State of Georgia 1999 Corporation Annual Registration, corporation number K532836

**i. Acquisition of Atlanta Premier**

- Fulton County, Georgia – Business Occupational Tax Certificate No. 029729
- City of Roswell, Occupation Tax Certificate No. 990586

18. National Flora Florida, Inc.

- None

19. GS South Carolina, Inc.

**a. Acquisition of Rosewood Florists**

- Richland Coounty and City of Columbia Business License #004223-6
- Sales Tax #04047962-3
- State of South Carolina Retail License #040-479623
- Federal Tax ID #57-0680464