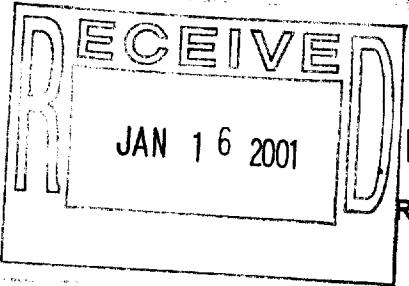


01-26-2001



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

101593784



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1-16-01

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name **Heller Financial, Inc.**

Formerly

Execution Date
Month Day Year
12/08/00

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

75764096

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **The Garden Grow Company**

DBA/AKATA

Composed of

Address (line 1) **6500 Hanna Road**

Address (line 2)

Address (line 3) **Independence** **Oregon** **97351**
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

Citizenship/State of Incorporation/Organization **Oregon**

FOR OFFICE USE ONLY

01/25/2001 AAHMED1 00000139 75764096

01 FC:411
02 FC:412

40.00 DP
550.00 DP
Documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002220 FRAME: 0608

TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

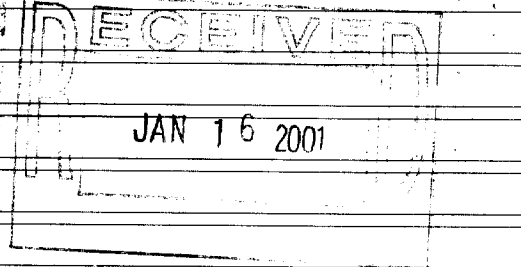
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number **415 781 1989**

Name **Robert B. Chickering**

Address (line 1) **FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP**

Address (line 2) **4 Embarcadero Center**

Address (line 3) **Suite 3400**

Address (line 4) **San Francisco, CA 94111**

Pages Enter the total number of pages of the attached conveyance document including any attachments. # **37**

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)		
75/764,096	<input type="text"/>	<input type="text"/>	1,091,235	1,116,781	1,116,782
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,140,572	1,146,979	1,146,980
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,181,701	1,187,250	1,187,251

Number of Properties Enter the total number of properties involved. # **23**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ **590**

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) # **06-1300 (G-54583-2/RBC/DJM)**

Deposit Account Number: Yes No

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.

Robert B. Chickering
Name of Person Signing

Robert B. Chickering
Signature

January 10, 2001
Date Signed

[1004980]

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Trademark Application Number(s)			Registration Number(s)		
			1,222,242	1,244,123	1,258,193
			1,347,153	1,455,970	1,509,736
			1,613,429	1,696,736	1,792,246
			1,843,999	1,951,634	2,045,716
			2,063,637		

1040030

RELEASE OF SECURITY INTEREST

(Patents, Trademarks and Copyrights)

This is a Release of Security Interest ("Release") by Heller Financial, Inc., a Delaware corporation as agent for lenders parties to the Loan Agreement described below ("Agent") to THE GARDEN GROW COMPANY, an Oregon corporation having an address of 6500 Hanna Road, Independence, Oregon 97351 ("Garden Grow").

WHEREAS, pursuant to a Loan and Security Agreement dated June 1, 1998 by and between Agent and Garden Grow, Garden Grow executed an "Assignment for Security of Patents, Trademarks and Copyrights" dated June 1, 1998, recorded with the U.S. Patent and Trademark Office on June 29, 1998 at reel 1751 frame 0870, granting Agent a continuing security interest in Garden Grow's entire right, title and interest in and to all of its then owned or existing and thereafter acquired or arising patents, trademarks and copyrights and all rights corresponding thereto throughout the world, including an assignment of all the patents, copyrights and trademarks, together with the rights and goodwill described therein (**Exhibit A**);

WHEREAS, pursuant to an Assignment dated October 20, 1999, Agent assigned back to Garden Grow all right, title and interest in and to the trademarks transferred to Agent under the Assignment for Security of Patents, Trademarks and Copyrights dated June 1, 1998, together with the goodwill of the business connected with the use of and symbolized by the trademarks. (**Exhibit B**); and

WHEREAS, pursuant to an Amended Security Interest Agreement Regarding Patents, Trademarks, Trademarks and Copyrights dated October 20, 1999, Garden Grow confirmed the security interest granted to Agent on June 1, 1998 and granted to Agent a continuing security interest in Garden Grow's entire right, title and interest in and to all of its then owned or existing and thereafter acquired or arising patents, copyrights and trademarks, including all rights corresponding thereto throughout the world and the goodwill of the business connected with the use of and symbolized by the trademarks (**Exhibit C**).

RELEASE

NOW THEREFORE, for good and valuable consideration received, the sufficiency of which is hereby acknowledged, Agent hereby releases to Garden Grow all of its security interests to Garden Grow and assigns any and all rights, title and interest presently held by it in and to the trademarks and trademark registrations identified on **Exhibit D** attached hereto, including all rights corresponding thereto throughout the world, together with the goodwill of the business connected with the use of and symbolized by the trademarks.

Executed this 8th day of ~~November~~ ^{December}, 2000 at Chicago, Illinois

HELLER FINANCIAL, INC.,
as Agent for the Lenders

By: *Renee M. Kempe*
Name: Renee Kempe
Title: Vice President

STATE OF ILLINOIS)
) ss.
County of Cook

On Dec. 8, 2000, 2000, before me, Cheryl Henrikson Notary Public, personally appeared Renee M. Kempe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Cheryl Henrikson
Notary Public for Illinois
My Commission Expires: 03/24/04

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE GARDEN GROW COMPANY

Address: 6500 Hanna Road
Independence, Oregon 97351

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

Accepted and Agreed to:

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

By: [Signature]
Name: [Name]
Title: v.p.

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On June 1, 1998, before me, Susan Roberts Notary Public, personally appeared Susan Robertson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



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

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for Oregon
My Commission Expires: _____

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Patents: None.

Patent Applications: None.

PA981380.003

PAGE 1
EXECUTION COPY

TRADEMARK
REEL: 002220 FRAME: 0618

SCHEDULE B

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations: None.

Copyright Applications: None.

PA981380.003

PAGE 1
EXECUTION COPY

TRADEMARK
REEL: 002220 FRAME: 0619

SCHEDULE C

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

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

PA981380.003

PAGE 1
EXECUTION COPY

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

Pending "Use Based" Applications

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

Pending "Intent-to-Use" Applications

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

Received: 11/20/00 10:11PM;
Sent by: DAVIS WRIGHT TREMAINE

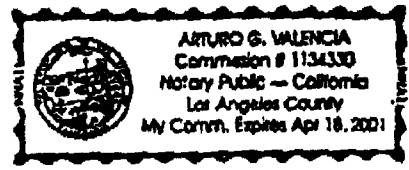
5037785299 -> CARR McCLELLAN: Page 24
5037785299; 11/20/00 10:11PM; JotFax #115; Page 24/37

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

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

WITNESS my hand and official seal

Arturo G. Valencia
SIGNATURE OF NOTARY PUBLIC



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