

02-08-2001



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### 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

- 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 & Assignment
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
11272000

Name

Formerly

2280431

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

02/08/2001 6TON11 00000060 2280431

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

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

TRADEMARK  
REEL: 002232 FRAME: 0402

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2280431"/>	<input type="text" value="2254351"/>	<input type="text" value="1241715"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1071229"/>	<input type="text" value="1025987"/>	<input type="text" value="0781582"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0695150"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

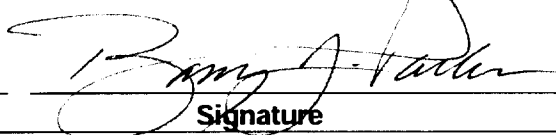
No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Barry J. Parker

Name of Person Signing



Signature

12/29/2000

Date Signed

**RELEASE OF SECURITY INTEREST AND TRADEMARK ASSIGNMENT**

This is a Release of Security Interest and Trademark Assignment by The Endeavour Capital Fund II Limited Partnership, an Oregon limited partnership ("Lender") to THE GARDEN GROW COMPANY, an Oregon corporation having an address of 6500 Hanna Road, Independence, Oregon 97351 ("Garden Grow").

WHEREAS, pursuant to a Trademark Security Agreement dated June 1, 1998 by and between Lender and Garden Grow, Garden Grow assigned, pledged and granted to Lender a lien on and security interest in Garden Grow's entire right, title and interest in and to the Trademark Collateral (as that term is defined therein), a true and correct copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the documents reflecting Lender's interests in the Trademark Collateral have been recorded with the U.S. Patent and Trademark Office at reel 1751 frame 0883, and reel 2063 frame 0110.

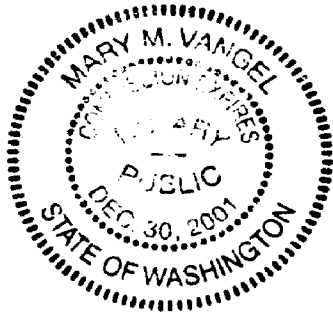
NOW THEREFORE, for good and valuable consideration received, the sufficiency of which is hereby acknowledged, Lender hereby releases to Garden Grow all of its security interests in said Trademark Collateral and hereby assigns any and all rights, title and interest presently held by it in and to the trademarks and trademark registrations identified on **Exhibit B** 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 such trademarks and trademark registrations.

Executed this 27<sup>th</sup> day of November, 2000 at 10:30 AM  
Portland, ME

THE ENDEAVOUR CAPITAL FUND II  
LIMITED PARTNERSHIP,  
as Agent for itself and other Lenders

By: [Signature]  
Name: Scott W. Dixon  
Title: Managing Partner

This instrument was acknowledged before me on this 27<sup>th</sup> day of November, 2000, by John W. Noyes.



Mary M. Vangel  
NOTARY PUBLIC FOR OREGON WASHINGTON  
My Commission Expires: 12/30/01

**EXHIBIT A**

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 1998, between THE GARDEN GROW COMPANY, an Oregon corporation ("Borrower"), and THE ENDEAVOUR CAPITAL FUND II LIMITED PARTNERSHIP, an Oregon limited partnership ("Lender"), is as follows:

### 1. Preliminary Statements.

(A) Borrower has executed and delivered this Agreement to Lender in order to induce Lender (i) to enter into the Senior Subordinated Credit Agreement executed and delivered by Borrower contemporaneously herewith (said Senior Subordinated Credit Agreement, as it may hereafter be amended or otherwise modified is hereinafter referred to as the "Credit Agreement"), and (ii) to make a loan in the amount of \$2,500,000 pursuant to the Credit Agreement.

(B) All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Credit Agreement.

### 2. Grant of Security.

As security for the full and prompt performance of all of the Obligations, Borrower hereby assigns, pledges and grants to Lender a lien on and security interest in Borrower's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: (i) all of the Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed Trademark License Rights (as defined below), trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, each mark, registration, and application listed on Schedule I, attached hereto and made a part hereof, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iv) all rights to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by, such marks and rights. "Trademark License Rights" means Borrower's entire right, title and interest in, to and under all license agreements with any Person, whether Borrower is licensor or licensee, with

respect to any trademarks, service marks, or tradenames, including, without limitation, the licenses listed on Schedule I.

**3. Representations and Warranties.**

Subject to any exceptions listed on Schedule I, Borrower represents and warrants as follows:

(A) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral free and clear of any liens, charges and encumbrances other than the security interest granted in favor of Heller Financial, Inc., as agent, on or about the date hereof in connection with the Heller Credit Agreement (the "Heller Security Interest"), which security interest is superior to that granted by this Agreement.

(B) Schedule I sets forth a complete and accurate list of all Trademark License Rights, trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Borrower.

(C) Each trademark, service mark, trade name, trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and each application for trademark and service mark registration is valid, registered or registrable and enforceable. Borrower is not aware of any prior use of any item of Trademark Collateral which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(D) Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any third person with respect to any part of the Trademark Collateral.

(E) Borrower has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark.

(F) The current conduct of Borrower's business does not conflict with or infringe any proprietary right of any third party in any way which materially adversely affects the business, financial condition or business prospects of the Borrower or its affiliates, and no one has asserted to Borrower or any of its affiliates that such conduct conflicts with or infringes any valid proprietary right of any third party in any

way which materially adversely affects the business, financial condition or business prospects of the Borrower.

(G) The Trademark License Rights are in full force and effect; Borrower is not in default under any of the Trademark License Rights; and no event has occurred which with notice or the passage of time, or both, might constitute a default by Borrower under any of the Trademark License Rights.

(H) No authorization, consent, approval, or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is currently or is reasonably expected to be required for the grant by Borrower of the liens and security interests granted hereby or for the execution, delivery or performance of this Agreement by Borrower, other than routine action which may be required after the date hereof to maintain rights in the trademarks, or for the perfection of or the exercise by Lender of its rights and remedies hereunder.

#### 4. Further Assurances.

(A) Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order (i) to continue, perfect and protect the assignment and the security interest granted or purported to be granted hereby or (ii) to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, the Borrower will execute and file such financing or continuation statements, amendments hereto, and such other instruments or notices as may be necessary or desirable, or as Lender may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

(B) Borrower hereby authorizes Lender to file one or more financing or continuation statements relative to all or any part of the Trademark Collateral without the signature of Borrower where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(C) Borrower will furnish to Lender from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as Lender may reasonably request, all in reasonable detail.



(D) Borrower agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule I, (i) Borrower shall give prompt written notice thereof to Lender, (ii) the provisions of Paragraph 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, and (iii) any such Trademark License Rights, mark, registration, or application, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Borrower authorizes Lender to modify this Agreement by amending Schedule I to include any Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration which becomes part of the Trademark Collateral under this Paragraph and the goodwill of the business to which each such mark pertains.

(E) With respect to any trademark necessary to the conduct of Borrower's business, Borrower agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings. To the extent necessary or desirable to the conduct of its business, Borrower agrees to take corresponding steps with respect to each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which the Borrower is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Borrower. Without the prior written consent of Lender, which consent will not be unreasonably withheld, Borrower shall not abandon any right to file an application for trademark or service mark registration, or abandon any pending application, registration, trademark or service mark.

(F) Borrower agrees to notify Lender immediately if Borrower learns (i) that any item of the Trademark Collateral may become abandoned; (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights.

(G) If Borrower becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Borrower shall promptly notify Lender and shall take such actions as are necessary under the circumstances to protect such Trademark Collateral. If Borrower elects to file an infringement suit, Lender, upon notice from Borrower of Borrower's intent to file such suit, shall either join in such suit or reassign to Borrower Lender's rights under Section 2(iii). Any expense incurred in connection with such activities shall be borne by Borrower.

(H) Borrower shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

**5. Transfers and Other Liens.**

Borrower shall not:

(A) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral, except as permitted by the Credit Agreement or upon the exercise of remedies under the Heller Credit Agreement or related loan documentation entered into between the Borrower and Heller Financial, Inc., as agent, on or about the date hereof (as the same may be amended, supplemented or modified);

(B) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral except for the Heller Security Interest, as otherwise disclosed in Schedule I, or as otherwise permitted by the Credit Agreement; or

(C) take any other action in connection with any of the Trademark Collateral that would materially impair the value of the interests or rights thereunder of Borrower.

**6. Lender Appointed Attorney-in-Fact.**

Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in Borrower's place, stead and on behalf of Borrower and in Borrower's name or otherwise, from time to time at any time an Event of Default exists, in Lender's sole and absolute discretion, to take any action and to execute any instrument that Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation: (i) 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 Trademark Collateral; (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above; and (iii) to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the

collection of any of the Trademark Collateral or otherwise to enforce the rights of Lender with respect to any of the Trademark Collateral.

**7. Lender May Perform.**

(A) If Borrower fails to perform any of its obligations contained herein, Lender may itself perform, or cause performance of, such obligations, and the reasonable expenses of Lender incurred in connection therewith shall be payable by Borrower under Paragraph 10(B).

(B) Lender, or its designated representatives, shall have the right, at all times, to inspect Borrower's premises and to examine Borrower's books, records and operations relating to the Trademark Collateral.

**8. Lender's Duties.**

The powers conferred on Lender hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon Lender to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for moneys actually received by it hereunder, Lender shall have no duty as to any Trademark Collateral, or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Trademark Collateral in its possession if the Trademark Collateral is accorded treatment substantially equal to that which Lender accords its own property.

**9. Remedies.**

If any Event of Default shall have occurred and be continuing:

(A) Lender may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Lender, all the rights and remedies of a secured party on default under the Oregon Uniform Commercial Code (the "Code") (whether or not the Code applies to the affected Trademark Collateral) and also may (i) exercise any and all rights and remedies of Borrower under or otherwise in respect of the Trademark Collateral; (ii) require Borrower to, and Borrower hereby agrees that it will at its expense and upon request of Lender forthwith, assemble all or any part of the documents embodying the Trademark Collateral as directed by Lender and make them available to Lender at a place to be designated by Lender which is reasonably convenient to both Lender and Borrower, (iii) occupy any premises owned or leased by Borrower where documents embodying the Trademark Collateral or any part thereof are assembled for a

reasonable period in order to effectuate Lender's rights and remedies hereunder or under law, without any obligation to Borrower in respect of such occupation, (iv) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person, and (v) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Lender may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Borrower shall supply to Lender or its designee Borrower's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Borrower's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Borrower agrees that, to the extent notice of sale shall be required by law, at least five days notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(B) All payments received by Borrower under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of Lender, shall be segregated from other funds of Borrower and shall be forthwith paid over to Lender in the same form as so received (with any necessary endorsement).

(C) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of Lender, be held by Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Lender pursuant to Paragraph 10) in whole or in part by Lender against, all or any part of the Obligations, in such order as Lender shall elect. Any surplus of such cash or cash proceeds held by Lender and remaining after payment in full, in cash, of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

**10. Indemnity and Expenses.**

(A) Borrower agrees to indemnify and hold Lender harmless from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement or the transactions contemplated hereby, or the enforcement of this Agreement, including, without limitation, claims, losses or liabilities resulting from Lender's negligence, but excluding claims, losses or liabilities resulting from Lender's bad faith or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(B) Borrower, upon demand, will pay to Lender the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and disbursements of its counsel (whether incurred at the trial or appellate level, in an arbitration proceeding, in a bankruptcy, including, without limitation any adversary proceeding, contested matter or motion or otherwise) and of any experts and agents, which Lender may incur in connection with any and all of the following (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral, (ii) the exercise or enforcement of any of Lender's rights hereunder, or (iii) the failure by Borrower to perform or observe any of the provisions hereof.

**11. Amendments, Waivers, Consents.**

No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by Lender, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

**12. Notices.**

All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the following address:

**BORROWER:** The Garden Grow Company  
6500 Hanna Road  
Independence, Oregon 97351  
Attn: Chief Financial Officer  
Fax No.:(503) 838-6805

**LENDER:** Endeavor Capital Fund II  
4380 S.W. Macadam Avenue  
Suite 460  
Portland, OR 97201  
Attn: John E. von Schlegell  
Telecopy No.: (503) 223-1384

or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (a) if sent by hand delivery, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt and the sender will endeavor to send a hard copy of such telecopied notice to the recipient by mail.

**13. Miscellaneous.**

(A) This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until payment in full, in cash, of the Obligations, (ii) be binding upon Borrower, its successors and assigns, and (iii) inure, together with the rights and remedies of Lender hereunder, to the benefit of Lender, its successors and assigns.

(B) Upon the full payment of all Obligations, the liens and security interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Borrower. Upon any such termination, Lender will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination and reversion.

(C) If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

(D) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LOCAL LAW OF THE STATE OF OREGON, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION, AND ALL OTHER LAWS OF MANDATORY APPLICATION.

(E) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO BORROWER, BORROWER AND BANK EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT.

(F) The captions in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

(G) The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized on June 1, 1998.

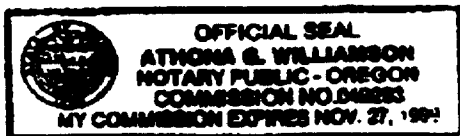
THE GARDEN GROW COMPANY

By: Shirley M. Braunstein  
Shirley M. Braunstein, Secretary

STATE OF OREGON )  
 ) ss:  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me on June 1, 1998, by Shirley M. Braunstein, as Secretary of The Garden Grow Company.

Athona G. Williamson  
Notary Public for Oregon  
My Commission Expires: 11-22-99



**SCHEDULE I****Trademark Registrations (all U.S.)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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



<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
NOXALL	1,258,193	11/22/83
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**

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

**Pending "Intent-to-Use" Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
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

8

**Unregistered Trademarks**

UNCLE MALCOM'S  
ELLIE'S  
MAYBE YOU REALLY DO HAVE A GREEN THUMB

**EXHIBIT B**

## EXHIBIT B

(Assignment from The Garden Grown Company to Rod McClellan Co.)

### TRADEMARKS AND NAMES

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
WHITNEY FARMS	2,280,431	September 28, 1999
CLAY BUSTER	2,254,351	June 15, 1999
GREEN SCENE	1,241,715	June 14, 1983
GENIE DESIGN	1,071,229	August 16, 1977
BLACK MAGIC	1,025,987	December 2, 1975
ENVEE	0,781,582	December 15, 1964
FISH-ILIZER	0,695,150	March 29, 1960
UNCLE MALCOM'S	None	None
ELLIE'S	None	None
MAYBE YOU REALLY DO HAVE A GREEN THUMB	None	None
whitneyfarms.com	None	None
whitneyfarm.com	None	None
blackmagicgardening.com	None	None

--no others--

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