

02-08-2001

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



101608483

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

JAN 31 2001

1.31.01

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
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

02/08/2001 6TON11 00000059 2280431

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
150.00 DP

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: 0422

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2280431"/>	<input type="text" value="2254351"/>	<input type="text" value="1241715"/>
<input type="text" value="1071229"/>	<input type="text" value="1025987"/>	<input type="text" value="0781582"/>
<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.)

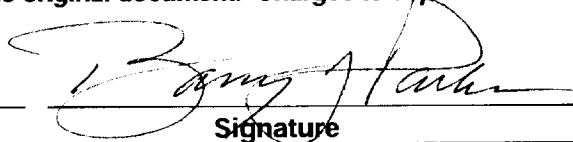
Deposit Account Number: #

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

(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 December, ~~November~~, 2000 at Chicago, Illinois

HELLER FINANCIAL, INC.,
as Agent for the Lenders

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

STATE OF ILLINOIS)
County of Cook) ss.
)

On Dec. 8, 2000, 2000, before me, Cheryl Henrikson Notary Public, personally appeared Renee M. Rempel, 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

EXHIBIT A

TRADEMARK
REEL: 002232 FRAME: 0426

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 Shirley Mulvaney, 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.

SCHEDULE B

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations: None.

Copyright Applications: None.

PA981380.003

PAGE 1
EXECUTION COPY

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

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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

10

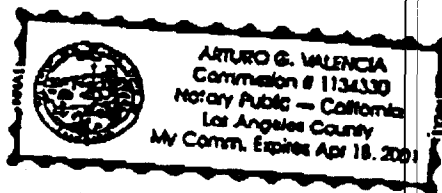
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
) ss
)

On May 30 1998 before me, Arturo G. Valencia, Notary Public, personally appeared Jane Hegeon McWhorter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name 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)

1751/0870 PAGE 2

APPLICATION NUMBER: 75355752
REGISTRATION NUMBER:

FILING DATE: 09/10/1997
ISSUE DATE:

MARK: CLAY BUSTER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75356406
REGISTRATION NUMBER:

FILING DATE: 09/10/1997
ISSUE DATE:

MARK: MOSS STOP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75111407
REGISTRATION NUMBER:

FILING DATE: 05/29/1996
ISSUE DATE:

MARK: PARA SU HUERTO FAMILIAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75111479
REGISTRATION NUMBER:

FILING DATE: 05/29/1996
ISSUE DATE:

MARK: PARA SU JARDIN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72079802
REGISTRATION NUMBER: 0695150

FILING DATE: 08/18/1959
ISSUE DATE: 03/29/1960

MARK: FISH ILIZER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72182703
REGISTRATION NUMBER: 0781582

FILING DATE: 12/10/1963
ISSUE DATE: 12/15/1964

MARK: ENVEE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73026147
REGISTRATION NUMBER: 1025987

FILING DATE: 07/05/1974
ISSUE DATE: 12/02/1975

MARK: BLACK MAGIC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73110160
REGISTRATION NUMBER: 1071229

FILING DATE: 12/20/1976
ISSUE DATE: 08/16/1977

MARK:

DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 73294433
REGISTRATION NUMBER: 1241715

FILING DATE: 01/26/1981
ISSUE DATE: 06/14/1983

MARK: GREEN SCENE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

1751/0870 PAGE 3

APPLICATION NUMBER: 73127887
REGISTRATION NUMBER: 1091235

FILING DATE: 05/25/1977
ISSUE DATE: 05/16/1978

MARK: HAPPY GARDENER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73127878
REGISTRATION NUMBER: 1116781

FILING DATE: 05/25/1977
ISSUE DATE: 04/24/1979

MARK: LILLY MILLER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73127883
REGISTRATION NUMBER: 1116782

FILING DATE: 05/25/1977
ISSUE DATE: 04/24/1979

MARK: LILLY MILLER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73166537
REGISTRATION NUMBER: 1140572

FILING DATE: 04/17/1978
ISSUE DATE: 10/21/1980

MARK: FOR ALL YOU NEED TO GROW!
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73166664
REGISTRATION NUMBER: 1146979

FILING DATE: 04/17/1978
ISSUE DATE: 02/17/1981

MARK: LILLY MILLER FALL & WINTER CARE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73166665
REGISTRATION NUMBER: 1146980

FILING DATE: 04/17/1978
ISSUE DATE: 02/17/1981

MARK: LILLY MILLER PLANTING & GROWING FOOD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73210250
REGISTRATION NUMBER: 1181701

FILING DATE: 04/04/1979
ISSUE DATE: 12/15/1981

MARK: HIGH PERFORMANCE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73166561
REGISTRATION NUMBER: 1187250

FILING DATE: 04/17/1978
ISSUE DATE: 01/26/1982

MARK: LILLY MILLER HIGH PERFORMANCE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73166647
REGISTRATION NUMBER: 1187251

FILING DATE: 04/17/1978
ISSUE DATE: 01/26/1982

MARK: LILLY MILLER SUPER RICH
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

1751/0870 PAGE 4

APPLICATION NUMBER: 73309377 FILING DATE: 05/08/1981
REGISTRATION NUMBER: 1222242 ISSUE DATE: 01/04/1983

MARK: VITA-START
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73345039 FILING DATE: 01/08/1982
REGISTRATION NUMBER: 1244123 ISSUE DATE: 07/05/1983

MARK: WHACK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73309401 FILING DATE: 05/08/1981
REGISTRATION NUMBER: 1258193 ISSUE DATE: 11/22/1983

MARK: NOXALL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73480691 FILING DATE: 05/16/1984
REGISTRATION NUMBER: 1347153 ISSUE DATE: 07/09/1985

MARK: MICROCOP
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73644637 FILING DATE: 02/13/1987
REGISTRATION NUMBER: 1455970 ISSUE DATE: 09/08/1987

MARK: HOSE 'N GO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73716447 FILING DATE: 03/14/1988
REGISTRATION NUMBER: 1509736 ISSUE DATE: 10/25/1988

MARK: ULTRAGREEN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73809197 FILING DATE: 06/26/1989
REGISTRATION NUMBER: 1613429 ISSUE DATE: 09/18/1990

MARK: COOKE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74089079 FILING DATE: 08/17/1990
REGISTRATION NUMBER: 1696736 ISSUE DATE: 06/23/1992

MARK: COVENTRY GARDENS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73428292 FILING DATE: 06/01/1983
REGISTRATION NUMBER: 1792246 ISSUE DATE: 09/14/1993

MARK: PENATURF
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

1751/0870 PAGE 5

APPLICATION NUMBER: 74394432
REGISTRATION NUMBER: 1843999

FILING DATE: 05/25/1993
ISSUE DATE: 07/12/1994

MARK: GROW SMART
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74164488
REGISTRATION NUMBER: 1951634

FILING DATE: 05/07/1991
ISSUE DATE: 01/23/1996

MARK: ROSE SOCIETY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75045683
REGISTRATION NUMBER: 2045716

FILING DATE: 01/19/1996
ISSUE DATE: 03/18/1997

MARK: FEED & SHIELD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74522061
REGISTRATION NUMBER: 2063637

FILING DATE: 05/06/1994
ISSUE DATE: 05/20/1997

MARK: ULTRALIME
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SEDLEY PYNE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

(Rev. 6-93) **100755827** JUN 29 Patent and Trademark Office
To the Honorable Commissioner: **100755827**
The attached original document or copy thereof.

1. Name of conveying party(ies):
The Garden Grow Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Oregon
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 1, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/355,797; 75/355,752; 75/356,406; 75/111,407;
75/111,479

Additional numbers attached? Yes No

2. Name and address of receiving party(ies):
 Name: Patco Financial, Inc.
 Internal Address: _____
 Street Address: 500 West Monroe Street
 City: Chicago State: Illinois ZIP: 60661
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Delaware
 Other _____

If assignor is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Heidi L. Sachs
 Internal Address: Perkins Coie

 Street Address: 1201 Third Avenue, 40th Floor

 City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved: **32**

7. Total fee (37 CFR 3.41):.....\$ 815.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Heidi L. Sachs *Heidi Sachs* June 23 1998
 Name of Person Signing Signature Date

07/02/1998 JS100AZZ 00000045 75355797 Total number of pages comprising cover sheet, attachments and document: **13**

01 FC:441 40.00 DP
 02 FC:482 775.00 DP **DO NOT DETACH THIS PORTION**

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

10901-0043/01730.124

EXHIBIT A

TRADEMARK REGISTRATIONS

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

EXHIBIT B

TRADEMARK
REEL: 002232 FRAME: 0444

COPY

ASSIGNMENT

WHEREAS, HELLER FINANCIAL, INC., a Delaware Corporation ("Heller"), is the sole and exclusive owner of 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"). The Trademarks were acquired by Heller as a result of an ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS, executed by THE GARDEN GROW COMPANY, an Oregon corporation, located and doing business at 6500 Hanna Road, Independence, Oregon, 97351 ("Garden Grow"). As a result of certain formal requirements, it is necessary that the Trademarks and the good will associated with same be assigned back to Garden Grow so that a more appropriate SECURITY INTEREST AGREEMENT REGARDING PATENTS, TRADEMARKS AND COPYRIGHTS can be entered into between Heller and Garden Grow.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Heller does hereby assign unto Garden Grow all right, title and interest in and to the Trademarks, together with the good will of the business connected with the use of and symbolized by same.

HELLER FINANCIAL, INC.

Date: 10/20/99

[Signature]
By: [Signature]
Title: V.P.

Witness:

[Signature] Elizabeth E. Miller
(Name)

500 West Monroe St.
(Address)

Chicago, IL 60602
(City, State)

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
MICROCOP	1,347,153	7/9/85
HOSE 'N GO	1,455,970	9/8/87

Trademark	Registration No.	Registration Date
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

Trademark	Serial No.	Filing Date
PARA SU JARDIN and Design	75/111,479	5/29/96
Design Miscellaneous (fan shape)	75/582,738	11/4/98
IRONSAFE	75/687,180	4/20/99
THREE SEASON GARDEN	75/731,407	6/17/99
STUCCO WASH	75/732,212	6/17/99
FAST BLOOMERS	75/732,213	6/17/99
LILLY'S	75/732,215	6/17/99
WORRY FREE	Not yet available	7/30/99

EXHIBIT C

TRADEMARK
REEL: 002232 FRAME: 0450

AMENDED SECURITY INTEREST AGREEMENT REGARDING PATENTS,
TRADEMARKS AND COPYRIGHTS

THIS AMENDED SECURITY INTEREST AGREEMENT REGARDING PATENTS, TRADEMARKS AND COPYRIGHTS ("Security Interest Agreement") is made as of the 20 day of October, 1999, between The Garden Grow Company, an Oregon corporation ("Borrower"), Heller Financial, Inc., a Delaware corporation as agent for the Lenders parties to the Loan Agreement described below ("Agent"), and Endeavour Capital Fund II Limited Partnership, an Oregon limited partnership ("Endeavour").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement previously entered into between 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 made certain loans and extended certain other financial accommodations to Borrower;

WHEREAS, the Loan Agreement grants to Agent on behalf of Lenders a continuing security interest in certain of Borrower'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;

WHEREAS, Borrower and Agent entered into that certain Assignment for Security of Patents, Trademarks and Copyrights dated as of June 1, 1998 (the "Existing Agreement"), to grant to Agent on behalf of Lenders a security interest in Borrower's intellectual property assets as described therein;

WHEREAS, Endeavour hereby agrees to the terms of this Security Interest Agreement, and the parties recognize that the security interest granted herein in favor of Agent is superior to the security interest of Endeavour resulting from a Trademark Security Agreement executed by Garden Grow on June 1, 1998.

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 Borrower 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 Borrower hereby confirms the security interest granted to the Agent on behalf of Lenders pursuant to the Existing Agreement and grants to Agent on behalf of Lenders a continuing security interest in the Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising in the following (the "Collateral"):

(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 Borrower's business connected with the use of and symbolized by the Trademarks.

This security interest 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 security interest is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Borrower 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 Borrower. The Borrower 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 Security Interest Agreement.

4. Subordination of Endeavour's Security Interests. By its execution of this Security Interest Agreement, Endeavour agrees for the benefit of the Agent and the Lenders that any security interests granted by the Borrower to Endeavour in any of the Collateral are and shall remain junior and subordinate to the security interests granted to the Agent for the benefit of the Lenders, notwithstanding the time such security interests are or were granted or the order in which any such security interests are or were perfected.

5. Effect on Loan Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Security Interest Agreement 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 Collateral, 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 ANY EVENT OF DEFAULT, AND

UNTIL THE OCCURRENCE OF ANY EVENT OF DEFAULT THE BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

6. Binding Effect; Benefits. This Security Interest Agreement amends the prior Agreement and maintains the security interest in place. This Security Interest Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS SECURITY INTEREST AGREEMENT 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 SECURITY INTEREST AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECURITY INTEREST AGREEMENT 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 SECURITY INTEREST AGREEMENT.

8. CONSENT TO JURISDICTION. THE BORROWER 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 SECURITY INTEREST AGREEMENT OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. THE BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OR FORUM NON CONVENIENS, THE BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH BORROWER AT THE ADDRESS SET FORTH ON THE SIGNATURE PAGE OF THIS SECURITY INTEREST

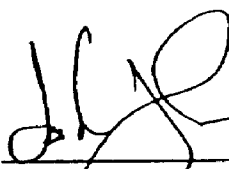
AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

9. JURY TRIAL WAIVER. BORROWER 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 SECURITY INTEREST AGREEMENT OR THE LOAN AGREEMENT. BORROWER 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 SECURITY INTEREST AGREEMENT AND THE LOAN AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. BORROWER 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 Security Interest Agreement as of the date first above written.

THE GARDEN GROW COMPANY

Address: 6500 Hanna Road
Independence, Oregon 97351

By: 
Name: JOHN D. GRAHAM
Title: PRESIDENT

STATE OF OREGON)
) SS
COUNTY OF CLACKAMAS)

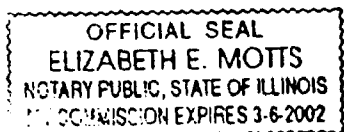
On 1-5-2008, before me, MOLLY E. HICKMAN, Notary Public, personally appeared JOHN D. GRAHAM, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they

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.

Elizabeth E. Motts
Notary Public for Illinois

My Commission Expires: March 6, 2002



**THE ENDEAVOUR CAPITAL FUND II
LIMITED PARTNERSHIP**

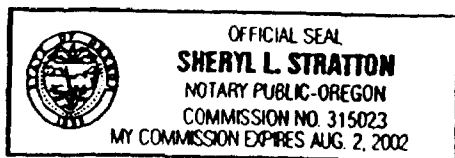
Address: 4380 S.W. Macadam Avenue
Suite 460
Portland, Oregon 97201

By: John W. Dixon
Name: John W. Dixon
Title: MANAGING PARTNER

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On December 6, 1998 before me, Sheryl L. Stratton, Notary Public, personally appeared John W. Dixon, 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.



Sheryl L. Stratton
Notary Public for Oregon
My Commission Expires: Aug. 2, 2002

EXHIBIT D

TRADEMARK
REEL: 002232 FRAME: 0458

EXHIBIT D

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

TRADEMARKS AND NAMES

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
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--

BGLIB1\1088616.1