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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 Document ID # (Non-Recordation)

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year
 01/23/01

Other GRANT OF TRADEMARK SECURITY INTEREST

Conveying Party

Mark if additional names of conveying parties attached

Name Monrovia Nursery Company

Formerly

Execution Date
Month Day Year
 01/23/01

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, N.A., as Secured Party

DBA/AKA/TA

Composed of

Address (line 1) Fifth Avenue Plaza

Address (line 2) 800 Fifth Avenue

Address (line 3) Seattle Washington 98104-3185

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

02/23/2001 6TOM11 00000011 75941775

01 FC:481 40.00 OP

02 FC:482 2950.00 OP

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

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

Domestic Representative Name and Address

Enter for the First Receiving Party only.

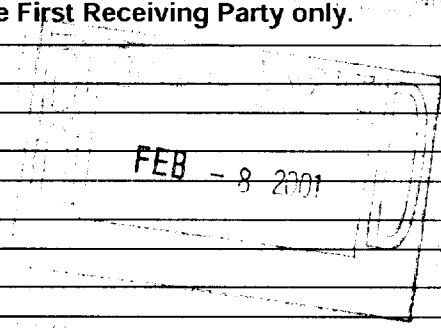
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/941,775"/>	<input type="text" value="76/054,863"/>	<input type="text" value="75/942,191"/>	<input type="text" value="95835"/>	<input type="text" value="2124055"/>	<input type="text" value="1414430"/>
<input type="text" value="76/114,775"/>	<input type="text" value="76/054,864"/>	<input type="text" value="75/942,189"/>	<input type="text" value="2124049"/>	<input type="text" value="2125702"/>	<input type="text" value="2125863"/>
<input type="text" value="76/113,999"/>	<input type="text" value="76/113,933"/>	<input type="text"/>	<input type="text" value="1477036"/>	<input type="text" value="2124053"/>	<input type="text" value="1492502"/>

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.

Michael J. Neary
Name of Person Signing

Michael Neary
Signature

02/07/01
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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2277348	2124058	2132483
1286289	1786945	2221748
1784327	2196074	1387700
2156859	1391789	1663034
2124036	1359553	1202922
2241622	1766103	1486387
2228063	2393439	2124054

* Please see attached Schedule A to Grant of Trademark Security Interest for remaining trademarks.

GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated January 23, 2001 is delivered pursuant to and supplements the Security Agreement, dated January 23, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among **MONROVIA NURSERY COMPANY**, a California corporation ("**Grantor**" or "**Company**"), the other Grantors named therein, and **BANK OF AMERICA, N.A.**, as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

WHEREAS, GRANTOR owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, GRANTOR has entered into a Credit Agreement dated as of January 23, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

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

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has agreed to assign and grant to Secured Party a perfected security interest in, all of such Grantor's right, title and interest in, and Secured Party has agreed to become a secured creditor with respect to, among other things, the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby assigns and grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral**):**

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious

business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

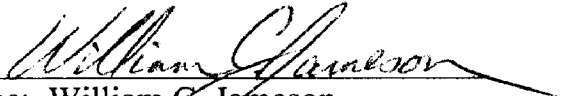
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss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

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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 23rd day of January, 2001.

MONROVIA NURSERY COMPANY

By: 
Name: William C. Jameson
Title: Chief Financial Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST
FROM MONROVIA NURSERY COMPANY**

U.S. Trademarks:

See Monrovia List of Trademarks attached.

Foreign Trademarks:

Monrovia and Design (Canada, trademark registration pending).

SCHEDULE A

Monrovia List of Trademarks

Trademark Description	Registration Number	Registration Date	California / Federal
ALPINE CARPET ®	PENDING	USA	Federal
ANGEL ™	95835	March 16, 1992	
ANGEL'S BLUSH ®	2124049	December 23, 1997	Federal
BERRIES JUBILEE ®	1477036	February 16, 1988	Federal
BERRI-MAGIC®	2124055	December 23, 1997	Federal
BLUE CREEPER ®	2125702	December 30, 1997	Federal
BLUE SKIES ®	2124053	December 23, 1997	Federal
BRIDAL BOUQUET ®	2393438	October 10, 2000	Federal
BRIDAL VEIL ®	1414430	October 21, 1986	Federal
BUTTONS 'N BOWS ®	2125863	December 30, 1997	Federal
CALGARY CARPET ®	1492502	June 14, 1988	Federal
CAMARILLO FIESTA ®	2277348	September 14, 1999	Federal
CHARISMA ®	1286289	July 17, 1984	Federal
CHERRY BOMB ®	1784327	July 27, 1993	Federal
CHICA ®	2156859	May 12, 1998	Federal
CONTAINER DESIGN AND COLOR ®	PENDING	USA	Federal
CONTAINER DESIGN ®	PENDING	USA	Federal
CRAFTSMEN COLLECTION ®	PENDING	USA	Federal
CRIMSON JEWEL ®	2124036	December 23, 1997	Federal
DIABOLO ®	2241622	April 27, 1999	Federal
DON MARIO ®	2228063	March 2, 1999	Federal
EMERALD FOUNTAIN ®	2124058	December 23, 1997	Federal
EMERALD ISLE ®	1786945	August 10, 1993	Federal
EMERALD KING ®	2196074	October 13, 1998	Federal
EMERALD SPREADER ®	1391789	April 29, 1986	Federal
ENCHANTRESS ®	1359553	September 10, 1985	Federal
FIRST LOVE ®	1766103	April 20, 1993	Federal
FIRST SNOW ®	2393439	October 10, 2000	Federal

Monrovia List of Trademarks

Trademark	Description	Registration Number	Registration Date	California/Federal
FLAME ®		2132483	January 27, 1998	Federal
FROSTY ®		2221748	February 2, 1999	Federal
FULLMOON ®		1387700	March 25, 1986	Federal
GARDEN READY®		1663034	October 29, 1991	Federal
GOLD COAST ®		1202922	July 27, 1982	Federal
GOLDEN PRINCE ®		1486387	April 26, 1988	Federal
GREEN ICE ®		2124054	December 23, 1997	Federal
ICE ANGELS ®		2393440	October 10, 2000	Federal
ICEE BLUE ®		2192319	September 29, 1998	Federal
INDIAN PRINCESS ®		1359554	September 10, 1985	Federal
ITSY BITSY ®		1379417	January 21, 1986	Federal
IVORY FEATHERS ®		1744730	January 5, 1993	Federal
KOBOLD ®		1482615	March 29, 1988	Federal
LAVENDER LADY ®		1486388	April 26, 1988	Federal
LAVENDER SWIRL ®		1644565	May 14, 1991	Federal
LEMON SWIRL ®		1289285	August 7, 1984	Federal
LIMEMOUND ®		1359551	September 10, 1985	Federal
LITTLE OLLIE ®		2125864	December 30, 1997	Federal
LITTLE RASCAL ®		2066799	June 3, 1997	Federal
MAJESTIC BEAUTY ®		1731434	November 10, 1992	Federal
MARREKESH ®		1840773	June 21, 1994	Federal
MIDKNIGHT BLUE ®		2124052	December 23, 1997	Federal
MINT JULEP ®		1299799	October 9, 1984	Federal
MONROVIA ®		2176948	July 28, 1998	Federal
MONROVIA AND DESIGN ®		2182491	August 18, 1998	Federal
MOONLIGHT PARFAIT ®		PENDING	USA	Federal

Monrovia List of Trademarks

Trademark Description	Registration Number	Registration Date	California/Federal
MOOR-DENSE ®	2124051	December 23, 1997	Federal
MOROCCO ®	1840774	June 21, 1994	Federal
MOSS GREEN COLOR ®	PENDING	USA	Federal
OO-LA-LA ®	2115354	November 25, 1997	Federal
PEPPERMINT LACE ®	1367988	October 29, 1985	Federal
PETITE INDIGO ®	1342676	June 18, 1985	Federal
PETITE PLUM ®	2147850	March 31, 1998	Federal
PINK ELF ®	1743430	December 29, 1992	Federal
PINK 'N PRETTY ®	2211154	December 15, 1998	Federal
PINK PARFAIT ®	2393440	January 9, 2001	Federal
PINK-A-BOO ®	1736902	December 1, 1992	Federal
PLANTS FOR A BETTER WORLD®	1693420	June 9, 1992	Federal
PLUM PASSION ®	2125845	December 30, 1997	Federal
POWDER PUFF ®	1334605	May 7, 1985	Federal
PRAIRIE PILLAR ®	PENDING	USA	Federal
PURPLE QUEEN ®	2129001	January 13, 1998	Federal
PURPLE RAIN ®	1495282	July 5, 1988	Federal
RAZZLEBERRI ®	2127481	January 6, 1998	Federal
RED DRAGON ™	93280	November 5, 1990	Federal Pending
RED 'N PRETTY ®	2209082	December 8, 1998	Federal
RED RHAPSODY ®	1696357	June 23, 1992	Federal
ROYAL CAPE ®	2121913	December 16, 1997	Federal
RUBY LACE ®	1414427	October 21, 1986	Federal

Monrovia List of Trademarks

Trademark Description	Registration Number	Registration Date	California/Federal
SHOGUN ®	2124060	December 23, 1997	Federal
SPARKLER ®	2198649	October 20, 1998	Federal
SPREADING SUNSHINE ®	2216451	January 5, 1999	Federal
SPRING RAPTURE ®	1286290	July 17, 1984	Federal
SPRINGTIME ®	1359552	September 10, 1985	Federal
STAR SHOWERS ®	2124059	December 23, 1997	Federal
STARBURST ®	1479869	March 8, 1988	Federal
SUMMER SNOW ®	2124057	December 23, 1997	Federal
SUN STRIPE ®	2124035	December 23, 1997	Federal
SUNNY DAZE ®	2234335	March 23, 1999	Federal
SUNNY DELIGHT ®	1722272	October 6, 1992	Federal
SUNSATON ®	2221642	February 2, 1999	Federal
SUPER RED ®	1495281	July 5, 1988	Federal
TAHITIAN DAWN ®	1359555	September 10, 1985	Federal
TANGERINE ™	41907	July 27, 1961	Federal
TEENIE GENIE ®	1414429	October 21, 1986	Federal
TIMELESS BEAUTY ®	1414428	October 21, 1986	Federal
TINY TOWER ®	PENDING	USA	Federal
TRIPAK ®	2364661	July 4, 2000	Federal
TROPICAL TREASURES ®	2316770	February 8, 2000	Federal
TUROUOISE SPREADER ®	1391790	April 29, 1986	Federal
URBAN PINE ®	1704345	July 28, 1992	Federal
WESTMONT ®	1482616	March 29, 1988	Federal
WHITE LIGHTNIN' ®	2121768	December 16, 1997	Federal
YUKON BELLE ®	1289284	August 7, 1984	Federal

TRADEMARK

RECORDED: 02/08/2001

REEL: 002239 FRAME: 0510