



101644247

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

Briggs Nursery, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 13, 2001

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois
- Other

If assignee 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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW

SUITE 101
WASHINGTON DC 20004

City: State: ZIP:

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41)

- 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.

Gregory T. Pealer
Name of Person Signing

Signature

March 2001
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 002254 FRAME: 0482

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	CLASS	REG. NO.	GRANTED
Quality that Grows	31	75/687,662	5/2/00
Quality that Grows	42	75/676,417	5/9/00

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	None	

COMMON LAW MARKS AND TRADE NAMES

None

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARKS	STATE	REG. NO.	EXPIRATION DATE
Briggs Nursery, Inc.	Washington	028822	6/5/06

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None

TRADEMARK COLLATERAL AGREEMENT

This Trademark Collateral Agreement is dated as of 13th day of March, 2001, by and among BRIGGS NURSERY, INC., a Washington corporation ("*Debtor*") with its principal place of business and mailing address at 4407 Henderson Boulevard, Olympia, Washington 98501 and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors hereinafter identified and defined (HTSB acting as such agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Agent*");

PRELIMINARY STATEMENTS

A. International Garden Products, Inc., a Delaware corporation (the "*Borrower*"), BankBoston, N.A. ("*BankBoston*"), and HTSB, individually and as agent, have entered into a Credit Agreement dated as of September 14, 1999 (such Credit Agreement as the same has been or may be amended, modified or restated from time to time being hereinafter referred to as the "*Credit Agreement*"), pursuant to which HTSB, BankBoston and such other banks and financial institutions from time to time party to the Credit Agreement (HTSB, in its individual capacity, BankBoston, and such other banks and financial institutions being hereinafter referred to collectively as the "*Lenders*" and individually as a "*Lender*") have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower (the Agent and the Lenders being hereinafter referred to collectively as the "*Secured Creditors*" and individually as a "*Secured Creditor*").

B. The Borrower or other Debtors as defined in that certain Security Agreement hereinafter defined may from time to time enter into one or more Hedging Agreements with respect to, among other things, interest rate exchange, swap, cap, collar, floor or other similar agreements and one or more foreign currency contracts, currency swap contracts or other similar agreements with one or more of the Lenders party to the Credit Agreement, or their affiliates, for the purpose of hedging or otherwise protecting the Borrower against interest rate and foreign currency exposure.

C. As a condition to continuing to extend credit to the Borrower under the Credit Agreement or entering into any Hedging Agreement, the Secured Creditors have required, among other things, that the Debtor grant to the Agent for the benefit of the Secured Creditors a lien on and security interest in the personal property of such Debtor described herein subject to the terms and conditions hereof.

D. The Borrower owns, directly or indirectly, equity interests in the Debtor and the Borrower provides the Debtor with financial, management, administrative, and technical support which enables the Debtor to conduct its business in an orderly and efficient manner in the ordinary course.

E. The Debtor will benefit, directly or indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Borrower.

NOW, THEREFORE, for and in consideration of advances made or to be made, or credit accommodations given or to be given, to the Borrower by the Secured Creditors under the Credit Agreement, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Debtor hereby assigns, mortgages, pledges and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement dated as of September 14, 1999 between Borrower, Debtor, other parties executing such Security Agreement under the heading "Debtors" and Agent (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BRIGGS NURSERY, INC.

By Donnie Braunstein
Name: Donnie Braunstein
Title: Vice President

HARRIS TRUST AND SAVINGS BANK, as Agent

By Robert A. Wolohan
Name: Robert A. Wolohan
Title: Vice President

STATE OF Massachusetts)
) SS
COUNTY OF Suffolk)

I, DEBRA J. KARAS a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donnie Braunstein, the Vice President of Briggs Nursery, Inc., a Washington corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of March, 2001.

(NOTARIAL SEAL)

Debra J. Karas
Notary Public

My Commission Expires:

DEBRA J. KARAS
(Type or Print Name)

MARCH 15, 2007

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PAULA KHILE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert H. Wolohan, the Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19th day of March, 2001.

(NOTARIAL SEAL)

Paula Khile
Notary Public

My Commission Expires:

PAULA KHILE
(Type or Print Name)

