02-07-2002

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

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

OIPE JC154 FEB 01 2002 PATENT & TRADEMARK OFFICE

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2.1.02

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

- [x] 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
- Effective Date Month Day Year
- [ ] Change of Name
- [x] Other Trademark Collateral Agreement

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Iseli Nursery, Inc.

Execution Date Month Day Year: 1/24/02

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Harris Trust and Savings Bank, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 111 West Monroe Street

Address (line 2):

Address (line 3): Chicago (City) Illinois (State/Country) 60603 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[x] 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

02/06/2002 DBYRNE 00000056 2265701

01 FC:481 40.00 OP
02 FC:482 275.00 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

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 312-845-5132

Name Andrea Serdiuk

Address (line 1) Chapman and Cutler

Address (line 2) 111 West Monroe Street

Address (line 3) Chicago, Illinois 60603

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)
See Schedule A-1 attached	See Schedule A-1 attached

Number of Properties

Enter the total number of properties involved. # 12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 315.00

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.

Andrea Serdiuk	Andrea Serdiuk	1/30/02
Name of Person Signing	Signature	Date Signed

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Trudwarf	2,265,701	7/27/99
12 Months Of Color	2,092,035	8/26/97
Colorful Conifers	2,096,144	9/9/97
(Iseli) 'Jean's Dilly'	2,021,925	12/10/96
Iseli Nursery & Design	1,482,620	3/29/88
Living Art	1,514,768	11/29/88
	1,735,108	11/24/92
Masunami-En Bonsai	2,170,318	6/30/98
Rainbow's End	1,572,269	12/19/89
Where the Beauty of Nature Meets the Artistry of Man	1,705,937	08/04/92

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Fanciful Gardens	76/232247	03/26/01
Rhododendron Ascension	75/593130	11/18/98

TRADEMARK COLLATERAL AGREEMENT

This 24th day of January, 2002, Iseli Nursery, Inc., an Oregon corporation (*"Debtor"*) with its mailing address at 22 Batterymarch Street, Boston, Massachusetts 02109, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as Agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, as Agent under the Security Agreement (acting in such capacity and any successor or successors acting in such capacity, the *"Secured Party"*), and grants to the Secured Party 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 rights granted thereunder, 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 Amended and Restated Security Agreement, bearing even date herewith between International Garden Products, Inc., and the other parties executing the Agreement under the heading "Debtors", and the Secured Party, acting as agent under the Agreement for the Secured Creditors therein identified (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 Secured Party 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 without a Statement of Use having been filed and accepted (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 without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

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

ISELI NURSERY, INC.

By _____
Its ACTING CEO

JAMES H. HUBBERT
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By _____
Its _____

_____
(Type or Print Name)

TRADEMARK
REEL: 002438 FRAME: 0743

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

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

ISELI NURSERY, INC.

By _____
Its _____

_____
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By _____
Its _____

SANDRA SANDERS
VICE PRESIDENT

_____
(Type or Print Name)

STATE OF MASS)
) SS
COUNTY OF SUFFOLK)

I, SUZANNE D. ABAIR a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES HULBERT, Acting CEO of Iseli Nursery, Inc., an Oregon corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Acting CEO, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 24th day of January, 2002.

(NOTARIAL SEAL)

Notary Public

SUZANNE D. ABAIR
(Type or Print Name)

My Commission Expires:

Suzanne D. Abair
NOTARY PUBLIC
My commission expires May 3, 2007

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, WENDY A. JURINEK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sandra J. Sanders, 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 signed and delivered the said instrument as his 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 25TH day of January, 2002.

(NOTARIAL SEAL)

"OFFICIAL SEAL"
WENDY A. JURINEK
COMMISSION EXPIRES 10/18/03

Notary Public

WENDY A. JURINEK
(Type or Print Name)

My Commission Expires:

October 18, 2003

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.