

RE

2-402

Form PTO-1594  
(Rev.03/01)  
OMB No.0651-0027(exp.5/31/2002)  
Tab settings

02-25-2002

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



To the Honorable Commissioner of

101990248

mail documents or copy thereof.

1. Name of conveying party(ies):

Bankers Trust Company

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: Suite 2700

Street Address: 10 South LaSalle St.

City: Chicago State: IL Zip: 60603

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

3. Nature of conveyance:

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

Execution Date: 01/07/2002

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

A. Trademark Application No.(s)

75/870,976 75/938,482  
75/870,979 75/932,283  
75/870,977

B. Trademark Registration No.(s)

1,072,337 1,359,524 1,826,535  
1,238,664 1,255,480 2,099,082

Additional number(s) attached  Yes  No

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

Name: Deborah Taylor

Internal Address: Latham + Watkins,  
agent to assignee

Street Address: 633 W. 5th St, #4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41)..... \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DONOT 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.

Deborah E. Taylor  
Name of Person Signing

Deborah E. Taylor  
Signature

January 8, 2002  
Date

Total number of pages including coversheet, attachments, and document: 17

02/22/2002 LNUELLER 00000109 75870976

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:481  
02 FC:482

40.00 OP  
250.00 OP

08-24-2000



101442288

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 # \_\_\_\_\_

7.28.00

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name THE SUN VALLEY GROUP, INC.

06 07 2000

Formerly \_\_\_\_\_

- 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 BANKERS TRUST COMPANY

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 300 S. GRAND AVENUE

Address (line 2) 41 ST. FLOOR

Address (line 3) LOS ANGELES

CALIFORNIA

90071

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other BANKING INSTITUTION

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

08/23/2000 DNGUYEN 00000180 75870926

01 FC:481  
02 FC:482

40.00 DP  
250.00 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, Federal 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: 002124 FRAME: 0611

TRADEMARK  
REEL: 002449 FRAME: 0096

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 number(s) 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)

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.) #

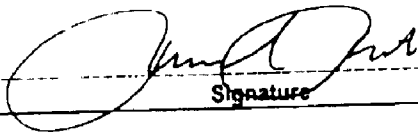
Deposit Account Number:

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.

Name of Person Signing

  
Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name SUN VALLEY FLORAL FARMS, LLC

06 07 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other LIMITED LIABILITY COMPANY

Citizenship State of Incorporation/Organization CALIFORNIA

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name \_\_\_\_\_

DBA/AK/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

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)**

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

TRADEMARK  
REEL: 002124 FRAME: 0613

TRADEMARK  
REEL: 002449 FRAME: 0098

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

ARCATA LAND COMPANY, LLC

06 07 2000

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other LIMITED LIABILITY COMPANY

Citizenship State of Incorporation/Organization CALIFORNIA

Receiving Party

Enter Additional 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

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)


TRADEMARK  
REEL: 002124 FRAME: 0614

TRADEMARK  
REEL: 002449 FRAME: 0099

## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

**WHEREAS**, Bankers Trust Company, as Administrative Agent (“Assignor”), has a security interest in all right, title and interest in and to the trademarks, service marks and logos, including without limitation those items listed on Schedule I attached hereto, and all derivations, variations and combinations thereof, and all applications for registration (collectively, the “Marks”), together with the goodwill of the business associated therewith, pursuant to that certain Grant of Trademark Security Interest, dated as of June 7, 2000, by The Sun Valley Group, Inc., a California corporation, Sun Valley Floral Farms, LLC, a California limited liability company, and Arcata Land Company, LLC, a California limited liability company (collectively the “Grantors”), in favor of Assignor, which was recorded in the United States Patent and Trademark Office on July 28, 2000 at Reel/Frame 002124/0611 (the “Trademark Agreement”);

**WHEREAS**, Assignor has resigned as the administrative agent under the Assignment Agreement and Resignation and Appointment of Administrative Agent, dated as of December 28, 2001 (the “Resignation Agreement”) and the Lenders have appointed General Electric Capital Corporation (“GE Capital”) as the successor Administrative Agent;

**WHEREAS**, the Grantors have entered into an Amended and Restated Security Agreement, dated as of December 28, 2001 (the “Security Agreement”);

**WHEREAS**, the Grantors have executed the First Amendment to Grant of Trademark Security Interest, dated as of December 28, 2001 (the “First Amendment”);

**WHEREAS**, pursuant to the terms of the Resignation Agreement, Assignor has agreed to execute this Assignment to assign to GE Capital as successor Administrative Agent its security interest in the Marks;

**NOW, THEREFOR**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and Assignee’s successors and assigns, Assignor’s security interest in all right, title

and interest in and to the Marks, together with the goodwill of the business associated therewith,  
as listed on Schedule I attached hereto and incorporated herein by this reference.

*(Signature page follows)*

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 7th day of January, 2002.

**BANKERS TRUST COMPANY**

By: Sam A. Condo  
Name: Sam Condo  
Its: Director



**SCHEDULE I TO**

**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
Sun Valley Floral Farms	Love Lilies	1,072,337	08/30/77
Sun Valley Floral Farms	Love Lilies & Design	1,238,664	05/17/83
Sun Valley Floral Farms	Orchid Lilies	1,359,524	09/10/85
Sun Valley Floral Farms	Orchid Lilies & Design	1,255,480	10/25/83
Sun Valley Floral Farms	Sun Valley Floral Farms	1,826,535	03/15/94
Sun Valley Floral Farms	Royal Lilies & Design	2,099,082	09/23/97
Sun Valley Floral Farms	Creating a World of Color	75,870,976	12/13/99 (informal, confirmation not received)
Sun Valley Floral Farms	Redwood Grove French Tulip Design	75,870,979	12/13/99 (informal, confirmation not received)
Sun Valley Floral Farms	Redwood Grove French Tulip Words	78,870,977	12/13/99 (informal, confirmation not received)
Arcata Land Company, LLC	Sun Pacific Bouquet	75,938,482	03/08/00
Arcata Land Company, LLC	Sun Pacific Bouquet Design	75,932,283	3/2/00

Pursuant to that certain agreement dated March 7, 2000 between Sun Valley Floral Farms and Arcata Land Company, LLC, Sun Valley Floral Farms has the license to use the Sun Pacific Bouquet trademark owned by Arcata Land Company, LLC.

**FIRST AMENDMENT TO  
GRANT OF TRADEMARK SECURITY INTEREST**

This **FIRST AMENDMENT TO GRANT OF TRADEMARK SECURITY INTEREST**, is dated as of December 28, 2001 (this "**Amendment**"), and amends that certain **GRANT OF TRADEMARK SECURITY INTEREST**, dated as of June 7, 2000, by each of the undersigned signatories (the "**Grantors**") in favor of Bankers Trust Company ("**Bankers Trust**") (the "**Trademark Agreement**"), which was recorded in the United States Patent and Trademark Office on July 28, 2000 at Reel/Frame 002124/0611.

RECITALS

**WHEREAS**, each of the Grantors previously entered into the Trademark Agreement, pursuant to which the Grantors granted to Bankers Trust, as administrative agent for the lenders party thereto, a security interest in the Trademark Collateral (as defined therein);

**WHEREAS**, Bankers Trust has resigned as the administrative agent under the Credit Agreement referred to in the Trademark Agreement (the "**Previous Credit Agreement**") and the Lenders have appointed General Electric Capital Corporation ("**GE Capital**") as the successor Administrative Agent and the Secured Party under the Trademark Agreement;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

**I     Amendment to Trademark Agreement.**

1.1     Recitals. The second Recital of the Trademark Agreement shall be deleted in its entirety and the following language shall be substituted in lieu thereof:

**"WHEREAS**, The Sun Valley Group, Inc., a California corporation ("**Sun Valley Holdings**"), Sun Valley Floral Farms, LLC, a California limited liability company ("**Sun Valley**") and Pleasant Valley Flowers, Inc. a California corporation ("**Pleasant Valley**" and, together with Sun Valley, the "**Borrowers**"), have entered into an Amended and Restated Credit Agreement, dated as of December 28, 2001 (said Amended and Restated 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 and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), General Electric Capital Corporation, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") and Harris Trust and Savings Bank, as documentation agent, 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 Borrowers; and"

2.2 References to Secured Party. All references to the "Secured Party" in the Trademark Agreement shall be references to General Electric Capital Corporation, as the successor Administrative Agent and Secured Party.

## II General.

2.1 Continuing Effect of Trademark Agreement. This Amendment shall not constitute an amendment or waiver of any provision of the Trademark Agreement not expressly referred to herein and shall not be construed as an amendment, waiver or consent to any action on the part of any party hereto that would require an amendment, waiver or consent of the Secured Party or the Lenders. Except as expressly amended hereby, the provisions of the Trademark Agreement are and shall remain in full force and effect. The liens created under the Trademark Agreement remain in full force and effect.

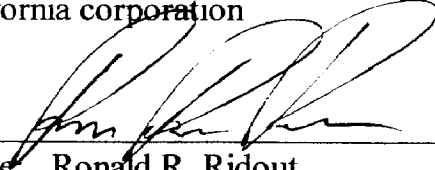
2.2 **GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

2.3 Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto, each of which counterparts when so executed shall be an original, but all counterparts taken together shall constitute one and the same instrument.

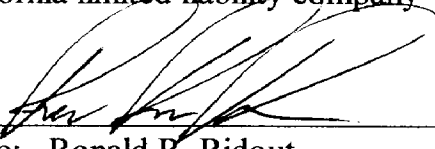
2.4 Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Trademark Agreement and, to the extent not defined therein, the Credit Agreement.

**IN WITNESS WHEREOF**, each Grantor has caused this First Amendment to Grant of Trademark Security Interest to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

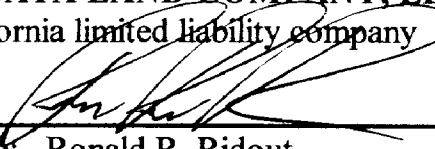
**THE SUN VALLEY GROUP, INC., a**  
California corporation

By:   
Name: Ronald R. Ridout  
Title: Chief Financial Officer

**SUN VALLEY FLORAL FARMS, LLC, a**  
California limited liability company

By:   
Name: Ronald R. Ridout  
Title: Chief Financial Officer

**ARCATA LAND COMPANY, LLC, a**  
California limited liability company

By:   
Name: Ronald R. Ridout  
Title: Chief Financial Officer

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, each of the undersigned signatories (collectively, the "**Grantors**"), 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**, The Sun Valley Group, Inc., a California corporation ("**Sun Valley Holdings**") and Sun Valley Floral Farms, LLC, a California limited liability company ("**Borrower**"), have entered into a Credit Agreement dated as of June 7, 2000 (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 and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Bankers Trust Company, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") and Deutsche Banc Alex. Brown Incorporated, as syndication agent for the Lenders (in such capacity, the "**Syndication Agent**") and as arranger and sole bookrunner (in such capacity, the "**Arranger**"), 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 Borrower; and

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

**WHEREAS**, each Grantor (other than Borrower) has executed and delivered that certain Guaranty dated as of June 7, 2000 (said Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Lender Interest Rate Agreements, including without limitation the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of June 7, 2000 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among each Grantor, Secured Party and the other grantors named therein, each Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to Secured Party, for the benefit of the Lenders and the Interest Rate Exchangers, a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such 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

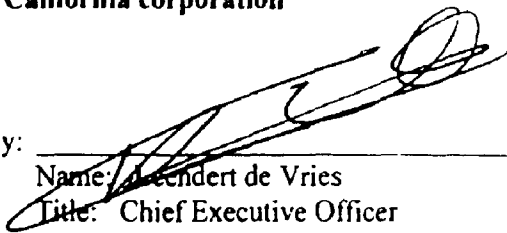
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof or an additional insured thereunder), or any indemnity, warranty 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.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party (other than any such license, contract or agreement in respect of which each other party is an Affiliate of such Grantor) or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which such Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the applicable Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

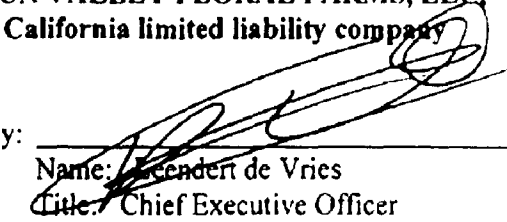
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein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

**IN WITNESS WHEREOF**, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ~~1<sup>st</sup>~~ day of June, 2000.

**THE SUN VALLEY GROUP, INC.,  
a California corporation**

By:   
Name: Leendert de Vries  
Title: Chief Executive Officer

**SUN VALLEY FLORAL FARMS, LLC,  
a California limited liability company**

By:   
Name: Leendert de Vries  
Title: Chief Executive Officer

**ARCATA LAND COMPANY, LLC,  
a California limited liability company**

By:   
Name: Leendert de Vries  
Title: Chief Executive Officer

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Application/Registration Date</u>
Sun Valley Floral Farms*	Love Lilies	1,072,337	08/30/77
Sun Valley Floral Farms*	Love Lilies & Design	1,238,664	05/17/83
Sun Valley Floral Farms*	Orchid Lilies	1,359,524	09/10/85
Sun Valley Floral Farms*	Orchid Lilies & Design	1,255,480	10/25/83
Sun Valley Floral Farms*	Sun Valley Floral Farms	1,826,535	03/15/94
Sun Valley Floral Farms*	Royal Lilies & Design	2,099,082	09/23/97
Sun Valley Floral Farms*	Creating a World of Color	75,870,976	12/13/99 (informal, confirmation not received)
Sun Valley Floral Farms*	Redwood Grove French Tulips Design	75,870,979	12/13/99 (informal, confirmation not received)
Sun Valley Floral Farms*	Redwood Grove French Tulips Words	75,870,977	12/13/99 (informal, confirmation not received)
Arcata Land Company, LLC	Sun Pacific Bouquet	75/938,482	3/8/00

*Arcata Land Company, LLC Sun Pacific Bouquet and Design 75/932,283 3/1/00*

OC/100029.1

RECORDED: 07/28/2000

TRADEMARK  
REEL: 002124 FRAME: 0618

RECORDED: 02/04/2002

TRADEMARK  
REEL: 002449 FRAME: 0110