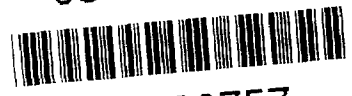


03-20-2002

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102023757

To the Honorable Commissioner of Patents a

Documents or copy thereof.

1. Name of conveying party(ies):  
 Jackson & Perkins Wholesale, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Delaware  
 Other \_\_\_\_\_  
 Additional name(s) of conveying parties(ies) attached:       Yes       No

2. Name and address of receiving party(ies):  
 Name: The E. G. Hill Co.  
 Internal Address: \_\_\_\_\_  
 Street Address: 2700 Peacock Road  
 City: Richmond      State: Indiana      Zip: 47374  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of Indiana  
 Other \_\_\_\_\_  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes       No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?       Yes       No

3. Nature of Conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
 Execution Date: July 2, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark registration No.(s):  
1,726,052 and 1,571,204  
 Additional numbers attached?       Yes       No

6. Total number of applications and registrations involved: 2  
 7. Total fee (37 CFR 3.41): ..... \$65.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number: 09-0007  
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Angela M. Fifelski  
 Internal Address: ICE MILLER  
 Street Address: One American Square, Box 82001  
 City: Indianapolis      State: Indiana      ZIP: 46282

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.*  
Angela M Fifelski      February 25, 2002  
 Name of Person Signing      Signature      Date  
 Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

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

03/19/2002 DBYRNE      00000060 1726052  
 01 FC:481      40.00 DP  
 02 FC:482      25.00 DP

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

**TRADEMARK**  
**REEL: 002464 FRAME: 0713**

ASSIGNMENT OF TRADEMARKS

July Whereas an ASSET PURCHASE AGREEMENT (the "Agreement") has been entered into this 2 day of ~~March~~, 2001, by and between JACKSON & PERKINS WHOLESALE, INC. (the "Seller"), a Delaware corporation, and E. G. HILL CO. INC., an Indiana corporation (the "Purchaser").

WHEREAS, Seller is the owner of the entire right, title and interest throughout the world of the plant varieties known by their trademarks defined as "Common Names" in "Schedule 1.01(a)" attached to the Agreement and the trademark registrations listed in Exhibit A attached hereto (the "Trademarks").

WHEREAS, Purchaser wishes to acquire the entire right, title and interest in and to the Trademarks in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller assigns to Purchaser all rights, title and interest in and to the Trademarks and all applications and registrations thereof, together with the goodwill of the business associated with or symbolized by the Trademarks, including the right to sue and collect damages for any and all past infringements effective as of March 1, 2001.

Seller hereby covenants and warrants that no assignment, sale, agreement, license or encumbrance has been or will be made or entered into which would conflict with this assignment and sale of the Trademarks. Seller further covenants that Purchaser will, upon its request, be provided promptly with all pertinent facts and documents relating to Trademarks as may be known and accessible to Seller and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Purchaser or its designee any and all papers, instruments or affidavits required to apply for, obtain, maintain, protect and enforce the Trademarks.

Dated: July 2, 2001

"SELLER"

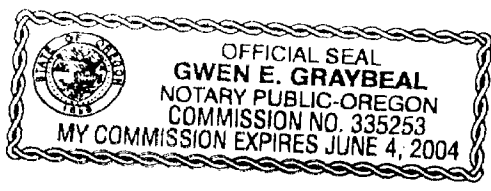
JACKSON & PERKINS WHOLESALE, INC.

By:   
Joe Foley, Senior Vice President

ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS:  
COUNTY OF Jackson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joe Foley, who acknowledged the execution of the foregoing instrument, ASSIGNMENT OF TRADEMARKS on behalf of JACKSON & PERKINS WHOLESALE, INC. this 2 day of ~~June~~ July 2001.



Gwen E. Graybeal  
Notary Public Signature

Gwen E. Graybeal  
Printed Name

My Commission Expires: June 4, 2004

My County of Residence: Jackson

836715

ASSIGNMENT

WHEREAS, Jackson & Perkins Company, a Delaware corporation, having its principal place of business at 2518 South Pacific Highway, Medford, Oregon 97501, is the registered owner of United States Trademark Registration No. 1,726,052, registered October 20, 1992, covering the mark EMBLEM; and

WHEREAS, Jackson & Perkins Wholesale, Inc., a Delaware corporation, having offices at 2518 South Pacific Highway, Medford, Oregon 97501, is desirous of acquiring said mark and the registration therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Jackson & Perkins Company does hereby sell, assign, transfer and set over unto the said Jackson & Perkins Wholesale, Inc. all rights, title and interest in and to the said trademark, together with the good will of the business symbolized by the mark and the registration therefor.

THIS ASSIGNMENT dated and effective as of June 29, 2001.

JACKSON & PERKINS COMPANY

Date: June 29, 2001

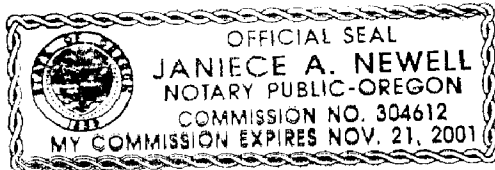
By: *Joe Foley*  
Joe Foley  
Senior Vice President

STATE OF OREGON )  
) ss.  
COUNTY OF JACKSON )

On this 29<sup>th</sup> day of June, 2001, before me personally came the above-named Joe Foley, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth.

*Janiece A. Newell*  
Notary Public for Oregon  
My Commission expires: Nov. 21, 2001

[SEAL]



**Exhibit A**

**TRADEMARK LISTING**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Serial or Application No.</u></b>
<b>EMBLEM</b>	<b>U.S. No. 1,726,052</b>	<b>74-176,080</b>
<b>FIRE 'N ICE</b>	<b>U.S. No. 1,571,204</b>	<b>73-702,396</b>
<b>FIRE 'N ICE</b>	<b>Colombia No. 169845</b>	<b>032754</b>
<b>FIRE 'N ICE</b>	<b>Ecuador No. DNPI-3369-95-MICIP</b>	<b>49265</b>