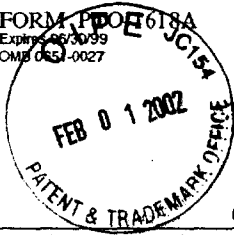


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FORM PTO/E 618A
Expires 06/30/99
OMB 0651-0027

04-23-2002

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



102063901

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Resubmission

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New *2-1-02*
- 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

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 Assignment.)

02/06/2002

01 FC:481
02 FC:482

40.00 DP
225.00 DP

FOR OFFICE USE ONLY

265E

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 Practices. 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: 002493 FRAME: 0915

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)

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

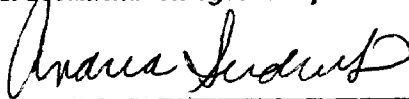
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Andrea Serdiuk



1/30/02

Name of Person Signing

Signature

Date Signed

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

COMMON LAW MARKS AND TRADE NAMES

Skagit SuperStarts!

**Schedule A-2
To Trademark Collateral Agreement**

Trademark Licenses

Registered Trademarks Licensed by Skagit Gardens

Trademark	Mark	Registration Number	Registration Date
Blooms of Bressingham	Blooms of Bressingham	2,022,093	12/19/95
Proven Winners	Proven Winners	2,207,362	12/1/98
Thompson & Morgan	Thompson & Morgan	2,514,158	12/4/01

Common Law Trademarks Licensed by Skagit Gardens

Person	Mark
Under a Foot Plant Co.	STEPABLES
Under a Foot Plant Co.	Logo (Happy Guy)
Flower Fields/Paul Ecke Ranch	Flower Fields
Flower Fields/Paul Ecke Ranch	Paradise
Flower Fields/Paul Ecke Ranch	Pure Beauty
Outback Plants	Koala Collection
Outback Plants	Outback Plants

TRADEMARK COLLATERAL AGREEMENT

This 24th day of January, 2002, Skagit Gardens, Inc., a Delaware 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*").

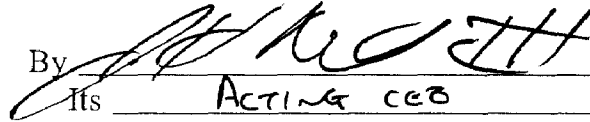
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without 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.

Skagit Gardens, Inc. (Trademark)
1313658.01.03
1493717

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.

SKAGIT GARDENS, INC.

By 
Its ACTING CEO

JAMES H. HULBERT

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By _____
Its _____

(Type or Print Name)

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.

SKAGIT GARDENS, INC.

By _____
Its _____

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By *Sandra Sanders*
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 HALBERT, Acting CEO of Skagit Gardens, Inc., a Delaware 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)

Suzanne D. Abair
Notary Public

Suzanne D. ABAIR
(Type or Print Name)

My Commission Expires:

Suzanne D. Abair
NOTARY PUBLIC

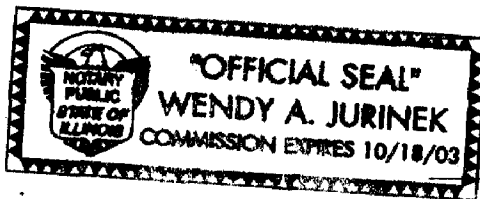
My commission expires May 3, 2007

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)



Wendy Jurinek
Notary Public

Wendy A. Jurinek
(Type or Print Name)

My Commission Expires:

October 18, 2003



APRIL 03, 2002

PTAS

Chief Information Officer
Washington, DC 20231
www.uspto.gov

CHAPMAN AND CUTLER
ANDREA SERDIUK
111 WEST MONROE STREET
CHICAGO, IL 60603



101975833A

*REMIT
2/20/02*

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101975833

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

- 1. THE COVER SHEET SUBMITTED FOR RECORDING DOES NOT ADEQUATELY IDENTIFY THE PROPERTY NUMBER(S). THE APPLICATION NUMBER AND SERIES CODE OR THE SERIAL NUMBER AND FILING DATE IS REQUIRED.

DOROTHY BASMA, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED
APR 23 PM 9:12
ASSIGNMENT DIVISION