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March 27, 2003
(Date)

Form PTO-1594 R
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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04-10-2003

U.S. DEPARTMENT OF COMMERCE
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original documents or copy thereof.

To the Honorable Commissioner of Pa
1. Name of conveying party(ies):
Foster & Gallagher, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Illinois**
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Scarlet Tanager Holdings III LLC**
Internal
Address: **c/o Niles Kinerk**
Street Address: **7602 Hyland Lane**
City: **Guilford** State: **Indiana** Zip: **47022**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Limited Liability Company-Delaware**
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 Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **October 26, 2001**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1672721
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: **1**

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Candace Lynn Bell, Esq.**
Internal Address: **cbell@kavinokycCook.com**
Kavinoky & Cook, LLP
Suite 600
Street Address: **120 Delaware Avenue**
City: **Buffalo** State: **New York** Zip: **14202**

7. Total fee (37 CFR 3.41).....\$ **40.00**
 Enclosed
 Authorized to be charged to deposit account
for underpayment
8. Deposit account number:
50-1024
(Attach duplicate copy of this page if paying by deposit account)

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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.
Candace Lynn Bell
Name of Person Signing
Candace Lynn Bell
Signature
March 26, 2003
Date

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

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Mail documents to be recorded with required cover sheet information to:
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 March 27, 2003
 (Date)

12-07-2001



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Form PTO-1594
 (Rev. 03/01)
 OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Michigan Bulb Company

11-1-01

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

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 26, 2001

2. Name and address of receiving party(ies)

Name: Scarlet Tanager Holdings III LLC

Internal
 Address: c/o Niles Kinerk

Street Address: 7602 Hyland Lane

City: Guilford State: Indiana Zip: 47022

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

Other Limited Liability Company-Delaware

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1672721, 1682168, 1763133, 1893415, 1917476, 1921218, 2096961, 2113558, 2353118, 2346404

Additional number(s) attached Yes No

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

Name: Candace Lynn Bell, Esq.

Internal Address: Kavinoky & Cook, LLP

Street Address: 120 Delaware Avenue

City: Buffalo State: New York Zip: 14202

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
 Authorized to be charged to deposit account for underpayment

8. Deposit account number:

50-1024

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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 copy of the original document.

Candace Lynn Bell, Esq.

Name of Person Signing

Signature

November 1, 2001

Date

Total number of pages including cover sheet, attachments, and document: 6

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MICHIGAN BULB COMPANY

(LOT F)

ASSIGNMENT OF TRADEMARKS/SERVICE MARKS

Whereas Michigan Bulb Company, a Michigan Corporation with offices at 1950 Waldorf N.W., Grand Rapids, Michigan 49950, Attention: Lawrence M. Adelman, has adopted and used the trademarks and/or service marks described as the "Marks" on Schedule A attached hereto; some of which Marks may be the subject of pending applications with the United States Patent and Trademark Office, some of which Marks may be the subject of registrations with the United States Patent and Trademark Office, some of which Marks may be the subject of pending applications with foreign trademark offices and some of which Marks may be the subject of registrations with foreign trademark offices, as more specifically described on Schedule A, and

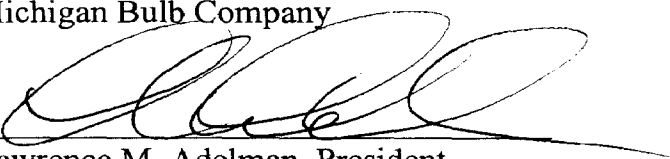
Whereas Scarlet Tanager Holdings III LLC, a Delaware Limited Liability Company with a mailing address of 7602 Hyland Lane, Guilford, Indiana 47022, c/o Mr. Niles Kinerk, is desirous of acquiring said Marks and the goodwill associated therewith.

Now, therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Michigan Bulb Company does hereby fully assign, transfer, and release unto Scarlet Tanager Holdings III LLC all of its right, title, and interest in and to the said Marks, including, but not limited to, all of its right, title, and interest in and to any pending applications and registrations for such Marks, together with the goodwill of the business symbolized by the Marks.

Michigan Bulb Company further assigns, transfers, and releases to Scarlet Tanager Holdings III LLC any and all claims for damages by reason of past, present, or future continuing infringement of said Marks, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns, or other legal representatives.

Date: *As of:* October 26, 2001

Michigan Bulb Company

By: 
Lawrence M. Adelman, President

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 Vincenza Williams
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 March 27, 2003
 (Date)

**SCHEDULE A
 (LOT F)**

**OWNER: Michigan Bulb Company
 Michigan Corporation**

MARK	STATUS	REG NUMBER	REG DATE	SERIAL NUMBER	FILE DATE	COUNTRY
GARDEN SOLUTIONS				2001014975	01/31/2001	CHINA P.R.
NEW HOLLAND BULB COMPANY				2001014970	01/31/2001	CHINA P.R.
GARDEN SOLUTIONS	REG	1672721	01/21/1992	74/066573	06/07/1990	USA
GARDEN EXPRESS	REG	1682168	04/07/1992	74/088689	08/16/1990	USA
GARDENER'S CREATIONS	REG	1763133	04/06/1993	74/230291	12/13/1991	USA
SERVICING GARDENERS FOR 50 YEARS AMERICA'S NO.1 DISCOUNT NURSERY with design	REG	1893415	05/09/1995	74/435786	09/10/1993	USA
HOME AND GARDEN VALUE-MART	REG	1917476	09/05/1995	74/479679	01/18/1994	USA
MICHIGAN BULB COMPANY PRESENTS HOME AND GARDEN VALUE-MART	REG	1921218	09/19/1995	74/480055	01/18/1994	USA
PERSONAL COMFORTS	REG	2096961	09/16/1997	75/100087	05/07/1996	USA
MICHIGAN BULB COMPANY PRESENTS PERSONAL COMFORTS	REG	2113558	11/18/1997	75/100122	05/07/1996	USA

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 Vincenza Williams
 (Typed or Printed Name of Person Signing Certificate)
Vincenza Williams
 March 27, 2003
 (Date)


SCHEDULE A (continued)

OWNER: Michigan Bulb Company
 Michigan Corporation

MARK	STATUS	REG NUMBER	REG DATE	SERIAL NUMBER	FILE DATE	COUNTRY
MICHIGAN BULB CO. with design	REG	2353118	05/30/2000	75/460228	04/01/1998	USA
MICHIGAN BULB COMPANY	REG	2346404	05/02/2000	75/434385	02/16/1998	USA
MICHIGAN BULB COMPANY				2001014977	01/31/2001	CHINA P.R.
MICHIGAN BULB COMPANY				2001011616	01/19/2001	CHINA P.R.

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 Vincenza Williams
 (Typed or Printed Name of Person Signing Certificate)

 March 27, 2003
 (Date)

BILL OF SALE AND ASSUMPTION OF ASSETS
(TO SCARLET Tanager HOLDINGS III LLC)

THIS BILL OF SALE AND ASSUMPTION OF ASSETS (this "Instrument") is made and entered into this 9th day of October 2001, by and between Foster & Gallagher, Inc., an Illinois corporation, MBC Greenhouse Co., a Delaware corporation, Flower of the Month Company, a Michigan corporation, Gurney Seed & Nursery Corp., a South Dakota corporation, Health Group, Inc., an Illinois corporation, Henry Field Seed & Nursery Company, an Iowa corporation, Michigan Bulb Company, a Michigan corporation, New Holland Bulb Co., an Illinois corporation, Spring Hill Nurseries Company, an Ohio corporation, Stark Bro.'s Wholesale Co., an Illinois corporation, Stark Brothers Nurseries and Orchards Company, an Illinois corporation, Stark Nursery Co. (d/b/a Agri Sun), an Illinois corporation and Vermont Wildflower Farm, Inc., an Illinois corporation (together with F&G, the "Sellers") and Scarlet Tanager Holdings III LLC, a Delaware limited liability company (the "Purchaser"), and is subject to the terms of the Asset Purchase Agreement, dated as of September 16, 2001, (the "Purchase Agreement"), by and between the Sellers and Gardens Alive, Inc. ("Gardens").


WHEREAS, pursuant to Section 13.9 of the Purchase Agreement, Gardens has the right, without the prior consent of Assignors, to assign to an Affiliate of Gardens any of its rights, but not its obligations, under the Purchase Agreement; and

WHEREAS, Purchaser is an Affiliate of Gardens, and pursuant to an agreement of even date herewith (the "Assignment and Assumption Agreement") Gardens has assigned its right under the Purchase Agreement to purchase certain of the Acquired Assets and certain of the Assumed Obligations to Purchaser; and

WHEREAS, in connection with the Purchase Agreement, Sellers desire to sell to Purchaser all of Sellers' right, title and interest in and to certain of the Acquired Assets (as defined in the Purchase Agreement and an Order Pursuant to Sections 105(a), 363, 365 and 1146(c) of the Bankruptcy Code (I) Authorizing the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances and Interests and (II) Authorizing the Assumption and Assignment of Certain Executory Contracts, Licenses and Unexpired Leases in Connection with Such Sale, entered September 19, 2001, in the United States Bankruptcy Court for the District of Delaware, Case No. 01-02178), and Purchaser desires to purchase such assets, and to assume certain liabilities and obligations of Sellers related to such assets subject to the terms of the Purchase Agreement and the conditions hereinafter set forth.

NOW, THEREFORE, subject to the terms of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Purchaser hereby agree as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

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 Vincenza Williams
 (Typed or Printed Name of Person Signing Certificate)

 March 27, 2003
 (Date)

2. The Sellers hereby irrevocably and unconditionally sell, convey, assign, grant, transfer and deliver to the Purchaser and its successors and assigns, to its own use and benefit forever, without any representation, warranty or recourse whatsoever, and the Purchaser hereby purchases from the Sellers, all of the Sellers' right, title and interest in and to certain of the Acquired Assets, as more fully described on Schedule "A" attached hereto and made a part hereof (the "Purchased Assets"), which Purchased Assets constitute a portion of the Acquired Assets.

3. The Purchaser and the Sellers acknowledge and agree that Gardens intends to effect an assumption by the Purchaser and one or more other Affiliates of certain of the Assumed Obligations. The Purchaser hereby irrevocably assumes and agrees to fully and promptly perform and discharge, jointly and severally with Gardens, the Assumed Obligations described on Schedule "B" attached hereto and made a part hereof (the "Continuing Obligations"). Notwithstanding the foregoing, Gardens hereby acknowledges and agrees that it is and shall remain liable for all Assumed Obligations, including, without limitation, the Continuing Obligations.

4. This Instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. This Instrument may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. All questions concerning the construction, validity and interpretation of this Instrument shall be governed by and construed in accordance with the laws of the United States Bankruptcy Court for the District of Delaware and the State of Illinois, without giving effect to any choice of law or conflict of law provision (whether of the United States Bankruptcy Court for the District of Delaware, State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the United States Bankruptcy Court for the District of Delaware and the State of Illinois. In the event of any inconsistency or conflict between the term(s) of this Instrument and the Purchase Agreement, the term(s) of the Purchase Agreement shall control with respect to such inconsistency or conflict.

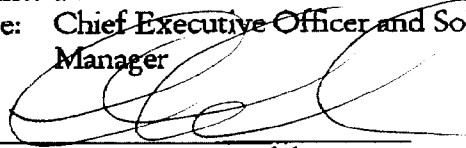
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 Vincenza Williams
 (Typed or Printed Name of Person Signing Certificate)

 March 27, 2003
 (Date)

IN WITNESS WHEREOF, the parties hereto have executed this Instrument as of the date first written above.

SCARLET Tanager HOLDINGS III LLC

By: 
 Name: Niles Kinerk
 Title: Chief Executive Officer and Sole Manager

By: 
 Name: Lawrence M. Adelman
 Title: President of and on behalf of each of the following:

- Foster & Gallagher, Inc.
- MBC Greenhouse Co.
- Flower of the Month Company
- Gurney Seed & Nursery Corp.
- Health Group, Inc.
- Henry Field Seed & Nursery Company
- Michigan Bulb Company
- New Holland Bulb Co.
- Spring Hill Nurseries Company
- Stark Bro.'s Wholesale Co.
- Stark Brothers Nurseries and Orchards Company
- Stark Nursery Co. d/b/a Agri Sun
- Vermont Wildflower Farm, Inc.

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