

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Pike Nursery Holding LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Georgia
 Other Limited Liability Company

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

2. Name and address of receiving party(ies)
 Name: PNC Bank, National Association
 Internal Address: Suite 900
 Street Address: 201 South Tryon Street, Suite 900
 City: Charlotte State: NC Zip: 28202

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

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: May 17, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See Schedule 1 attached hereto

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Schedule 1 attached hereto

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Sujata Pillai, Paralegal
 Internal Address: Parker, Hudson, Rainer & Dobbs LLP
 Street Address: 1500 Marquis Two Tower
285 Peachtree Center Avenue, N. E.
 City: Atlanta State: GA Zip: 30303

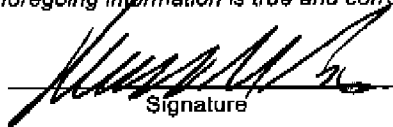
6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502831
 (Attach duplicate copy of this page if paying by deposit account)

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.

Mitchell M. Purvis  June 7, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

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

CH \$165.00 502831 76541603

SCHEDULE 1**U.S. TRADEMARK RECORDATION FORM COVER SHEET****United States Trademark Applications**

<u>Trademark</u>	<u>Application No.</u>
EARTH HELPER	76/541,603

United States Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>
EARTH HELPER	1,784,333
THE KNOW HOW TO GROW	1,804,973
PIKE FAMILY NURSERIES & Design	1,827,852
PLAY IN THE DIRT	2,005,587
PIKE NURSERIES	1,639,317

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 17th day of May, 2004, between **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, having an office at 201 South Tryon Street, Suite 900, Charlotte, North Carolina 28202, as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and Lenders (as hereinafter defined), and **PIKE NURSERY HOLDING LLC** a Georgia limited liability company having its principal place of business at 4020 Steve Reynolds Boulevard, Norcross, Georgia 30093 (the "Company").

Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Revolving Credit and Security Agreement dated the date hereof by and among the Company, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Agent and Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4. The Company covenants and agrees with Agent and Lenders that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(b) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by the Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect) the Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Until all of the Obligations (other than contingent obligations with respect to indemnifications that survive termination of the Loan Documents) have been satisfied in full and the Loan Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a

party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

6. If, before the Obligations (other than contingent obligations with respect to indemnifications that survive termination of the Loan Documents) have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

7. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 6 hereof.

8. Upon and at any time after the occurrence and during the continuation of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that seven (7) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent or any Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

9. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until

all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations (other than contingent obligations with respect to indemnifications that survive termination of the Loan Documents) shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, or otherwise, in protecting, maintaining and preserving the Trademark Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Borrower on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement between Borrower and Agent of even date herewith.

12. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 13.

14. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right,

power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

19. The Company hereby waives notice of Agent's acceptance hereof.

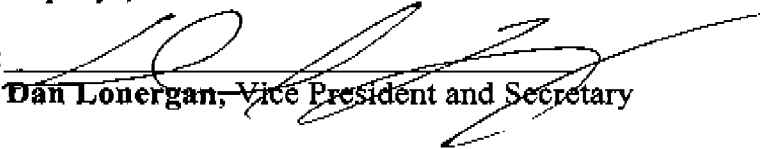
20. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

[Remainder of page intentionally left blank.]

21. To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

PIKE NURSERY HOLDING LLC
("Company")

By: 
Dan Lonergan, Vice President and Secretary

Accepted in Atlanta, Georgia by:

PNC BANK, NATIONAL ASSOCIATION,
as Agent ("Agent")

By: _____
Edward Meyers, Vice President

21. To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

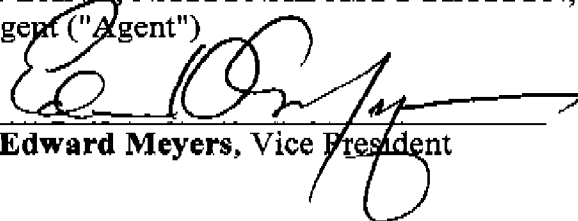
WITNESS the execution hereof under seal as of the day and year first above written.

PIKE NURSERY HOLDING LLC
("Company")

By: _____
Dan Lonergan, Vice President and Secretary

Accepted in Atlanta, Georgia by:

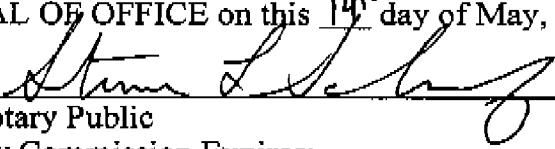
PNC BANK, NATIONAL ASSOCIATION,
as Agent ("Agent")

By: 
Edward Meyers, Vice President

STATE OF GEORGIA)
)
COUNTY OF FULTON)

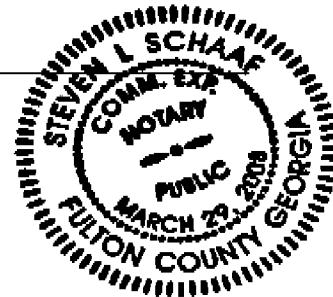
BEFORE ME, the undersigned authority, on this day personally appeared Dan Lonergan, Vice President and Secretary of Pike Nursery Holding LLC, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 14th day of May, 2004.



Notary Public
My Commission Expires:

[NOTARIAL SEAL]



STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Edward Meyers, Vice President of PNC Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of May, 2004.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Dan Lonergan, Vice President and Secretary of Pike Nursery Holding LLC, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of May, 2004.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Edward Meyers, Vice President of PNC Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 14th day of May, 2004.



Notary Public
My Commission Expires:

[NOTARIAL SEAL]

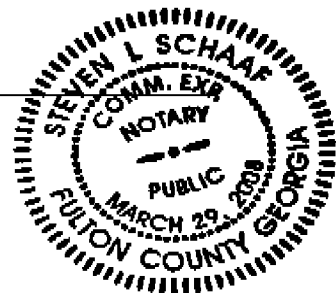


EXHIBIT A

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
EARTH HELPER	76/541,603	8/25/03	Pending	Pending
EARTH HELPER	74/329,171	11/5/92	1,784,333	7/27/93
THE KNOW HOW TO GROW	74/369,918	3/8/93	1,804,973	11/16/93
PIKE FAMILY NURSERIES & Design	74/359,742	2/17/93	1,827,852	3/22/94
PLAY IN THE DIRT	74/621,561	1/17/95	2,005,587	10/8/96
PIKE NURSERIES	74/042,081	3/26/90	1,639,317	3/26/91

Georgia Trademarks

<u>Trademark</u>	<u>Registration No.</u>
ATLANTA BLEND	T-11204
PIKE	T15563
PIKE FAMILY NURSERIES	S15545

Foreign Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
Canada	PLAY IN THE DIRT	803362

EXHIBIT B
CERTIFICATE

The undersigned officer of **PIKE NURSERY HOLDING LLC** (the "Company"), DOES HEREBY CERTIFY to **PNC BANK, NATIONAL ASSOCIATION** ("Agent") as agent for certain financial institutions ("Lenders") as are parties from time to time to the Revolving Credit and Security Agreement among Agent, the Company and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated _____, _____, 2004, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this ___ day of _____, 20__.

PIKE NURSERY HOLDING LLC

By: _____

Title: _____