



Tab settings

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

6-24-04

1. Name of conveying party(ies):

Jackson & Perkins Company

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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: June 17, 2004

2. Name and address of receiving party(ies)

Name: GMAC Commercial Finance LLC, Internal as 1st Lien Collateral Agent

Street Address: 1290 Avenue of the Americas, City: New York State: NY Zip: 10104

- 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

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

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional number(s) attached Yes No

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41):

\$ 665.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth J. Burns Name of Person Signing

Elizabeth J Burns Signature

6/12/04 Date

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

06/25/2004 6TON11 00000013 75448219

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

01 FC:8521 40.00 OP, 02 FC:8522 625.00 OP, 03 FC:8523 120.00 OP

Schedule A

| Mark Name | Description | Filing Date | App. No. | Reg. Date | Reg. No. | Renwal |
|------------------------------------|---|-------------|------------|-----------|-----------|-----------|
| ULTIMATE SERIES | live rose plants | 3/11/1998 | 75/448,219 | 7/27/1999 | 2,265,748 | 7/27/2009 |
| JACKSON & PERKINS LEGENDARY SERIES | live rose plants | 3/11/1998 | 75/448,292 | 7/27/1999 | 2,265,751 | 7/27/2009 |
| JACKSON & PERKINS ULTIMATE SERIES | live rose plants | 3/11/1998 | 75/448,220 | 7/27/1999 | 2,265,749 | 7/27/2009 |
| VETERANS' HONOR | live rose plants | 2/16/1999 | 75/643,334 | 10/9/2001 | 2,496,741 | 10/9/2011 |
| FLORIBUNDA OF THE YEAR | live rose plants | 7/28/1999 | 75/762,739 | 1/9/2001 | 2,420,268 | 1/9/2011 |
| SELECT STOCK & DESIGN | live rose plants | 9/15/2000 | 76/129,591 | 9/10/2002 | 2,618,778 | 9/10/2012 |
| DEERESISTIBLE | a selection of plants that are not attractive to deer | 5/4/2001 | 76/253,135 | 3/25/2003 | 2,701,179 | 3/25/2013 |
| JACKSON & PERKINS | on-line retail services and mail order catalog services for live rose plants and garden-related items | 5/16/2002 | 76/408,773 | 2/11/2003 | 2,686,403 | 2/11/2013 |
| J&P | on-line and mail order catalog services for live plants and garden-related items | 5/21/2002 | 76/410,302 | 3/4/2003 | 2,693,050 | 3/4/2013 |

| Mark Name | Description | Filing Date | App. No. | Reg. Date | Reg. No. | Renwal |
|----------------------|---|-------------|------------|-----------|----------|--------|
| JACKSON & PERKINS | growing media for plants and fertilizers for domestic use, in International Class 1 insecticides for agricultural use and fungicides for agricultural use, in International Class 5 hand-operated metal garden hose reels; metal stands for flower pots; and metal bird baths, in International Class 6 gardening tools, namely trowels, weeding forks, spades, hoes, hand pruning saws, and hand pruning shears, in International Class 8 garden hose carts and tool carts for use in gardens, in International Class 12 arbors and trellises made of wood, in International Class 19 gardening gloves, bird baths, cast stone containers for garden use, and holders for flowers and plants, in International Class 21 live plants and flower bulbs, in International Class 31 | 2/19/2003 | 76/491,254 | | | |

| Mark Name | Description | Filing Date | App. No. | Reg. Date | Reg. No. | Renwal |
|------------------------|--|-------------|------------|------------|-----------|------------|
| J&P | soil conditioners for domestic and horticulture use, planting media, plant growth regulators, plant growth enhancers, chemicals and chemical preparations for domestic and horticulture use, in International Class 1 structures and items made of metal for use in gardens, in International Class 6 garden tools and implements, in International Class 8 instruments for use in gardens, in International Class 9 barbecues, outdoor fountains and birdbaths, in International Class 11 vehicles for use in gardens, in International Class 12 structures and items made of wood for use in gardens, in International Class 20 containers and holders therefor for use in gardens; garden gloves, in International Class 21 clothing for use in gardens, in International Class 25 live plants and bulbs, in International Class 31 | 4/21/2003 | 76/507,920 | | | |
| GARDENS BY THE NUMBERS | mail order services in the field of plants and garden supplies | 12/23/1991 | 74/233,890 | 3/30/1993 | 1,762,191 | 3/30/2013 |
| REDI-PLANT (STYL) | fruit, vegetable and flower garden plants | 8/13/1954 | 71/671,647 | 11/29/1955 | 616,696 | 11/29/2005 |
| SIMPLICITY | rose bushes | 9/29/1982 | 73/391,927 | 8/28/1984 | 1,292,499 | 8/28/2004 |
| THE ROSE REPORT | newsletters in the field of gardening | 12/23/1997 | 75/410,097 | 3/30/1999 | 2,236,313 | 3/30/2009 |

| Mark Name | Description | Filing Date | App. No. | Reg. Date | Reg. No. | Renwal |
|--|--|-------------|------------|------------|-----------|------------|
| GARDENER PROFILE LOGO | mail order services in the horticulture field, including live plants, which are a portion of the services recited in the registration | 4/23/1990 | 74/051,634 | 3/5/1991 | 1,636,590 | 3/5/2011 |
| HAPPY HOLIDAYS ... DELIVERED! | mail order services in the field of foods, flowers and other gifts | 9/15/1997 | 75/356,741 | 6/1/1999 | 2,250,449 | 6/1/2009 |
| FLORASCAPE | natural agricultural products | 4/14/1986 | 73/593,085 | 10/21/1986 | 1,414,431 | 10/21/2006 |
| ROSE OF THE YEAR | rose plants | 5/26/1981 | 73/311,920 | 11/2/1982 | 1,215,111 | 11/2/2012 |
| J&P AND ROSE DESIGN | plants, insecticide, fertilizer | 4/11/1967 | 72/268,839 | 8/13/1968 | 854,397 | 8/13/2008 |
| J&P | plants, flowers, fertilizers | 4/11/1967 | 72/268,840 | 8/6/1968 | 853,896 | 8/6/2008 |
| JACKSON & PERKINS | plants, flowers, strawberries, rose food | 4/11/1967 | 72/268,841 | 8/6/1968 | 853,897 | 8/6/2008 |
| TULIP OF THE YEAR | tulip bulbs | 3/19/1990 | 73/836,135 | 6/12/1990 | 1,601,687 | 6/12/2010 |
| NATURALLY THE BEST, FOR OVER 125 YEARS | mail order services in the field of flowers and gifts of garden- related items | 1/27/1998 | 75/424,444 | 3/21/2000 | 2,330,756 | 3/21/2010 |
| ROGUE ROSES | live rose plants | 11/26/1997 | 75/396,408 | 8/10/1999 | 2,269,802 | 8/10/2009 |
| LEGENDARY SERIES | live rose plants | 3/11/1998 | 75/448,221 | 7/27/1999 | 2,265,750 | 7/27/2009 |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2004, by JACKSON & PERKINS COMPANY, a Delaware corporation ("Grantor"), in favor of GMAC Commercial Finance LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented, or otherwise modified, the "Credit Agreement") by and among the Bear Creek Corporation, a Delaware corporation, the Persons named therein as Guarantors, the other Persons signatory thereto from time to time as Lenders, GMAC Commercial Finance LLC, as Collateral Agent (the "Collateral Agent"), UBS Loan Finance LLC, as Swingline Lender, the other Agents party thereto, and UBS, AG, Stamford Branch, as Issuing Bank, Administrative Collateral Agent and Administrative Agent (the "Administrative Agent"), Lenders have agreed to make the Loans and the Issuing Bank has agreed to issue Letters of Credit for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, the Administrative Agent, the Collateral Agent and Lenders are willing to make the Loans and the Issuing Bank is willing to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor authorized the Collateral Agent to file filings with the United States Patent and Trademark Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Agent, as secured party;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, as security for the Secured Obligations, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired

(collectively, the "Trademark Collateral"), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

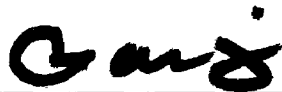
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JACKSON & PERKINS COMPANY

By: 
Name: GEORGE MAJORS, JR
Title: PRESIDENT


[Signature Page to Jackson & Perkins Company Trademark Security Agreement]

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TRADEMARK
REEL: 002879 FRAME: 0326

ACCEPTED AND ACKNOWLEDGED BY:

GMAC COMMERCIAL FINANCE LLC,
as Collateral Agent

By: 
Name: Michael O'Connor
Title: Vice President

[Signature Page to Jackson & Perkins Company Trademark Security Agreement]
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