

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

RECORDED



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J.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):

Jackson & Perkins Wholesale Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 17, 2004

2. Name and address of receiving party(ies)

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

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

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) _____

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:

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- 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

6/23/04

Date

Total number of pages including cover sheet, attachments, and document: 7

06/25/2004 6TON11 00000014 73753997

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

01 FC:8521
02 FC:8522
03 FC:8523

40.00 OP
400.00 OP
120.00 OP

Schedule A

Mark Name	Description	Filing Date	App. No.	Reg. Date	Reg. No.	Renewal
ARMSTRONG ROSES	Live rose plants	9/26/1988	73/753,997	5/1/1990	1,594,473	5/1/2010
ARMSTRONG	Live rose plants	9/26/1988	73/753,998	5/29/1990	1,598,851	5/29/2010
FRAGRANT MEMORY	Live rose bushes	12/24/1990	74/126,294	3/14/1995	1,883,804	3/14/2005
MINI BRITE	Live rose plants	3/6/1989	73/784,746	10/31/1989	1,563,640	10/31/2009
HERITAGE	Live rose plants	10/11/1988	73/756,653	11/20/1990	1,623,904	11/20/2010
SIGNATURE	Live rose plants	12/18/1996	75/215,220	11/25/1997	2,116,322	11/25/2007
MEGA BRITE	Live rose plants	6/25/1996	75/124,938	4/7/1998	2,149,747	4/7/2008
COSMIC FIESTA	Live rose plants	10/28/1996	75/188,667	7/7/1998	2,171,860	7/7/2008
GARDEN EASE	Live rose plants	11/26/1997	75/396,636	6/8/1999	2,251,998	6/8/2009
NEW GENERATION ROSES	Live rose plants	12/23/1997	75/409,850	11/10/1998	2,202,996	11/10/2008
ROSE BLANKET	live plants, namely, roses	3/31/1997	75/266,709	2/24/1998	2,139,121	2/24/2008
MOON SHADOW	Live rose plants	3/14/1996	75/072,876	6/3/1997	2,066,715	6/3/2007
SIGNATURE	Superior grade of rose plants in cut flower form	4/13/1987	73/655,033	11/10/1987	1,464,781	11/10/2007
NEW GENERATION	Live rose plants	3/11/2003	76/496,220	1/20/2004	2,806,494	1/20/2014
LEAF DESIGN	Live plants	9/17/1998	75/554,996	12/7/1999	2,299,032	12/7/2009
Brite	—	10/31/1996	75/190,697	3/30/1999	2,236,062	—
MidBrite	—	6/25/1996	75/124,942	4/28/1998	2,154,211	—

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2004, by JACKSON & PERKINS WHOLESALE, INC., 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 WHOLESALE, INC.

By: 
Name: GEORGE MAJOROS, JR
Title: PRESIDENT


[Signature Page to Jackson & Perkins Wholesale, Inc.
Trademark Security Agreement]

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TRADEMARK
REEL: 002879 FRAME: 0426

ACCEPTED AND ACKNOWLEDGED BY:

GMAC COMMERCIAL FINANCE LLC,
as Collateral Agent

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

[Signature Page to Jackson & Perkins Wholesale, Inc.
Trademark Security Agreement]
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