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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):

Bear Creek Corporation

- 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: UBS AG Stamford Branch
Internal as 2nd Lien Collateral Agent
Address: _____

Street Address: 677 Washington Blvd.
City: Stamford State: CT Zip: 06901

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

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) _____

1,117,905, 144,343 and 2,116,028
B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Greg Sager

Internal Address: Latham & Watkins

Street Address: 633 W. Fifth Street
Suite 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: _____

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7. Total fee (37 CFR 3.41).....\$ 90.00

- 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: **5**

06/25/2004 GT0N11 00000022 1117905

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

01 FC:0521
02 FC:0522
03 FC:0523

40.00 OP
50.00 OP
120.00 OP

6-24-04

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2004, by BEAR CREEK CORPORATION, a Delaware corporation ("Grantor"), in favor of UBS AG, Stamford Branch, 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 Grantor, the other Persons named therein as Guarantors, the Persons signatory thereto from time to time as Lenders, UBS Securities LLC, as Arranger, UBS AG, Stamford Branch, as administrative agent (the "Administrative Agent") for the Lenders and as collateral agent (the "Collateral Agent") for the secured parties, and certain other agents party thereto, Lenders have agreed to make the Loans for the benefit of Grantor;

WHEREAS, the Administrative Agent, the Collateral Agent and Lenders are willing to make the Loans 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; and

WHEREAS, in order to secure the obligations under the First Lien Credit Agreement, Grantor is concurrently granting to the First Lien Collateral Agent for the benefit of the holders of obligations under the First Lien Credit Agreement, a first priority security interest in the Trademark Collateral (it being understood that the relative rights and priorities of the grantees in respect of the Trademark Collateral are governed by the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Grantor, the other Guarantors, the Collateral Agent and the First Lien Collateral Agent).

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.

4. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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.

BEAR CREEK CORPORATION

By:



Name: GEORGE MAJOROS JR

Title: PRESIDENT

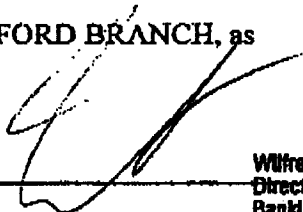
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[Signature Page to Bear Creek Corporation
Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 002880 FRAME: 0974

ACCEPTED AND ACKNOWLEDGED BY:

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By: _____  **Wilfred V. Saint**
 Name: _____ **Director**
 Title: _____ **Banking Products**
 _____ **Services, US**

By: _____  _____ **José M. Fernández**
 Name: _____ **Associate Director**
 Title: _____ **Banking Products**
 _____ **Services, US**

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[Signature Page to Bear Creek Corporation
Trademark Security Agreement (Second Lien)]

Schedule I

Mark Name	Description	Filing Date	App. No.	Reg. Date	Reg. No.	Renewal
BEAR CREEK	retail and mail order services of fruit, plant and gift items	10/7/1976	73/102,365	5/8/1979	1,117,905	5/8/2009
BEAR CREEK	fresh deciduous fruits	10/20/1920	71/138,536	7/5/1921	144,343	7/5/2011
BEAR CREEK GARDENS	—	11/13/1996	75/197,264	11/05/199	2,116,028	—
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