



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

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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):

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: 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)

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: 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:

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

Signature

6/23/04

Date

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

06/25/2004 010M11 0000020 75448219

Mall 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 I**

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 7, 2004, by JACKSON & PERKINS COMPANY, 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 the Bear Creek Corporation, a Delaware corporation ("Borrower"), 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 Borrower and guaranteed by 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 Borrower, 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.

JACKSON & PERKINS COMPANY

By:   
Name: GEORGE MAJOROS, JR  
Title: PRESIDENT

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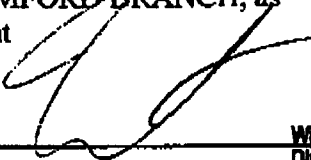
[Signature Page to Jackson & Perkins Company  
Trademark Security Agreement (Second Lien)]

TRADEMARK  
REEL: 002881 FRAME: 0094



ACCEPTED AND ACKNOWLEDGED BY:

UBS AG, STAMFORD BRANCH, as  
Collateral Agent



By: \_\_\_\_\_ Wilfred V. Saint  
Name: \_\_\_\_\_ Director  
Title: \_\_\_\_\_ Banking Products  
Services, US



By: \_\_\_\_\_  
Name: \_\_\_\_\_ Joselin Fernandes  
Title: \_\_\_\_\_ Associate Director  
Banking Products  
Services, US

S-2

[Signature Page to Jackson & Perkins Company  
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NYI-2140099v1  
JPC Trademark Security Agreement

RECORDED: 06/24/2004

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