

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Attorney Docket Number: 250022.113

Mail Stop Assignments
COMMISSIONER FOR TRADEMARKS
P.O. Box 1450
Alexandria, VA 22313-1450

Please record the attached original documents or copy thereof.

1. Name of conveying parties:
Monrovia Nursery Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party:
**General Electric Capital Corporation, as Agent
350 S. Beverly Drive, Suite 200
Beverly Hills, CA 90212**

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) and address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: June 30, 2004

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

A. Trademark Application No.: See Attached

Additional numbers attached? Yes No


B. Trademark Registration No.: See Attached

5. Mail correspondence to:
**WINSTON & STRAWN LLP
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071
Attn: Bryan Snyder, Paralegal**

6. Number of applications and registrations involved: 121
7. Total estimated fee (37 CFR 3.41): \$3040.00
8. Please charge the required fee to
Deposit Account Number: 50-1814

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.

E. Bradley Gould (Reg. No. 41,792)  July 9, 2004
For: Allan A. Fanucci (Reg. No. 30,256) Signature Date

Total number of pages including cover sheet: 24



CH \$3040.00 501814 76114775

Continuation of Item 1: Name of Conveying Party(ies)

Name of Conveying Party	Type of Entity	Execution Date
Monrovia Nursery of North Carolina, LLC	Delaware limited liability company	June 30, 2004
Horticultural Farms, Inc.	Corporation of the State of Georgia	June 30, 2004
Monrovia Growers Company	Corporation of the State of California	June 30, 2004
Wight Nurseries, Inc.	Corporation of the State of Georgia	June 30, 2004
Berryhill Nursery, Inc.	Corporation of the State of Georgia	June 30, 2004

**Continuation of Item 4: Application number(s) or Registration Number(s) and
Identification or Description of the Trademark**



Federal Registered Trademarks

	MARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
1.	ALPINE CARPET	Monrovia Nursery Company	2435189	03/13/01
2.	ANGEL'S BUSH	Monrovia Nursery Company	2124049	12/23/97
3.	BALBOA SUNSET	Monrovia Nursery Company	2615313	09/03/02
4.	BANANA SPLIT	Monrovia Nursery Company	2618139	09/10/02
5.	BERRIES JUBILEE	Monrovia Nursery Company	1477036	02/16/88
6.	BERRI-MAGIC	Monrovia Nursery Company	2124055	12/23/97
7.	BLUE CREEPER	Monrovia Nursery Company	2125702	12/30/97
8.	BLUE SKIES	Monrovia Nursery Company	2124053	12/23/97
9.	BRIDAL BOUQUET	Monrovia Nursery Company	2393438	10/10/00
10.	BRIDAL VEIL	Monrovia Nursery Company	1414430	10/21/86
11.	BUTTONS 'N BOWS	Monrovia Nursery Company	2125863	12/30/97
12.	CALGARY CARPET	Monrovia Nursery Company	1492502	06/14/88
13.	CAMARILLO FIESTA	Monrovia Nursery Company	2277348	09/14/99
14.	CHARISMA	Monrovia Nursery Company	1286289	04/17/84
15.	CHERRY BOMB	Monrovia Nursery Company	1784327	07/27/93
16.	CHICA	Monrovia Nursery Company	2156859	05/12/98
17.	CRAFTSMEN COLLECTION	Monrovia Nursery Company	2457262	06/05/01
18.	CRIMSON JEWEL	Monrovia Nursery Company	2124036	12/23/97
19.	Design mark 	Monrovia Nursery Company	2515934	12/04/01
20.	Design mark 	Monrovia Nursery Company	0781883	12/22/64
21.	DIABLO	Monrovia Nursery Company	2241622	04/27/99
22.	DISTINCTIVELY BETTER	Monrovia Nursery Company	2695070	03/11/03
23.	DON MARIO	Monrovia Nursery Company	2228063	03/02/99

**Continuation of Item 4: Application number(s) or Registration Number(s) and
Identification or Description of the Trademark**

	MARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
24.	EMERALD FOUNTAIN	Monrovia Nursery Company	2124058	12/23/97
25.	EMERALD ISLE	Monrovia Nursery Company	1786945	08/10/93
26.	EMERALD KING	Monrovia Nursery Company	2196074	10/13/98
27.	EMERALD SPREADER	Monrovia Nursery Company	1391789	04/29/86
28.	ENCHANTRESS	Monrovia Nursery Company	1359553	09/10/85
29.	FIRST LOVE	Monrovia Nursery Company	1766103	04/20/93
30.	FIRST SNOW	Monrovia Nursery Company	2393439	10/10/00
31.	FLAME	Monrovia Nursery Company	2132483	01/27/98
32.	FROSTY	Monrovia Nursery Company	2221748	02/02/99
33.	FULLMOON	Monrovia Nursery Company	1387700	03/25/86
34.	GARDEN READY	Monrovia Nursery Company	1663034	10/29/91
35.	GOLD COAST	Monrovia Nursery Company	1202922	07/27/82
36.	GOLDEN PRINCE	Monrovia Nursery Company	1486387	04/26/88
37.	GOLDEN ZEBRA	Monrovia Nursery Company	2544852	03/05/02
38.	GREEN ICE	Monrovia Nursery Company	2124054	12/23/97
39.	GROWN RIGHT	Wight Nursery Company	2,667,625	N/A
40.	HORTICULTURAL CRAFTSMAN	Monrovia Nursery Company	2642611	10/29/02
41.	ICE ANGELS	Monrovia Nursery Company	2393440	10/10/00
42.	ICEE BLUE	Monrovia Nursery Company	2192319	09/29/98
43.	INDIAN PRINCESS	Monrovia Nursery Company	1359554	09/10/85
44.	ITSY BITSY	Monrovia Nursery Company	1379417	01/21/86
45.	IVORY FEATHERS	Monrovia Nursery Company	1744730	01/05/93
46.	LAVENDER SWIRL	Monrovia Nursery Company	1644565	05/14/91
47.	LEMON SWIRL	Monrovia Nursery Company	1289285	08/07/84
48.	LIMEMOUND	Monrovia Nursery Company	1359551	09/10/85
49.	LITTLE OLLIE	Monrovia Nursery Company	2125864	12/30/97
50.	LITTLE RASCAL	Monrovia Nursery Company	2066799	06/03/97
51.	MAJESTIC BEAUTY	Monrovia Nursery Company	1731434	11/10/92
52.	MARREKESH	Monrovia Nursery Company	1840773	06/21/94
53.	MIDKNIGHT BLUE	Monrovia Nursery Company	2124052	12/23/97
54.	MINT JULEP	Monrovia Nursery Company	1299799	10/09/84

**Continuation of Item 4: Application number(s) or Registration Number(s) and
Identification or Description of the Trademark**




	MARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
55.	MN and design 	Monrovia Nursery Company	0534014	11/28/50
56.	MONROVIA	Monrovia Nursery Company	2176948	07/28/98
57.	MONROVIA and Design 	Monrovia Nursery Company	2182491	08/18/98
58.	MOONLIGHT PARFAIT	Monrovia Nursery Company	2457263	06/05/01
59.	MOOR-DENSE	Monrovia Nursery Company	2124051	12/23/97
60.	MORROCO	Monrovia Nursery Company	1840774	06/21/94
61.	OO-LA-LA	Monrovia Nursery Company	2115354	11/25/97
62.	PETITE INDIGO	Monrovia Nursery Company	1342676	06/18/85
63.	PETITE PLUM	Monrovia Nursery Company	2147850	03/31/98
64.	PINK ELF	Monrovia Nursery Company	1743430	12/29/92
65.	PINK N' PRETTY	Monrovia Nursery Company	2211154	12/15/98
66.	PINK PARFAIT	Monrovia Nursery Company	2418966	01/09/01
67.	PINK-A-BOO	Monrovia Nursery Company	1736902	12/01/92
68.	PLANTS FOR A BETTER WORLD	Monrovia Nursery Company	1693420	06/09/92
69.	PLUM PASSION	Monrovia Nursery Company	2125845	12/30/97
70.	POP 1-2-3	Monrovia Nursery Company	2782882	11/11/03
71.	POWDER PUFF	Monrovia Nursery Company	1334605	05/07/85
72.	PRAIRIE PILLAR	Monrovia Nursery Company	2529170	01/15/02
73.	PURPLE QUEEN	Monrovia Nursery Company	2129001	01/13/98
74.	PURPLE RAIN	Monrovia Nursery Company	1495282	07/05/88
75.	RAZZLEBERRI	Monrovia Nursery Company	2127481	01/06/98
76.	RED N' PRETTY	Monrovia Nursery Company	2209082	12/08/98
77.	RED RHAPSODY	Monrovia Nursery Company	1696357	06/23/92
78.	ROYAL CAPE	Monrovia Nursery Company	2121913	12/16/97
79.	RUBY LACE	Monrovia Nursery Company	1414427	10/21/86

**Continuation of Item 4: Application number(s) or Registration Number(s) and
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	MARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
80.	SHOGUN	Monrovia Nursery Company	2124060	12/23/97
81.	SIENNA SUNRISE	Monrovia Nursery Company	2749899	08/12/03
82.	SPARKLER	Monrovia Nursery Company	2198649	10/20/98
83.	SPREADING SUNSHINE	Monrovia Nursery Company	2216451	01/05/99
84.	SPRING RAPTURE	Monrovia Nursery Company	1286290	07/17/84
85.	SPRINGTIME	Monrovia Nursery Company	1359552	09/10/85
86.	STAR SHOWERS	Monrovia Nursery Company	2124059	12/23/97
87.	STARBURST	Monrovia Nursery Company	1479869	03/08/88
88.	STRAWBERRY LEMONADE	Monrovia Nursery Company	2618138	09/10/02
89.	SUMMER SNOW	Monrovia Nursery Company	2124057	12/23/97
90.	SUMMER SONG	Monrovia Nursery Company	2081382	07/22/97
91.	SUN STRIPE	Monrovia Nursery Company	2124035	12/23/97
92.	SUNDAZE	Monrovia Nursery Company	2682465	02/04/03
93.	SUNNY DAZE	Monrovia Nursery Company	2234335	03/23/99
94.	SUNNY DELIGHT	Monrovia Nursery Company	1722272	10/06/92
95.	SUNNY DELIGHT	Monrovia Nursery Company	1367989	10/29/85
96.	SURPRISE BOUQUET	Monrovia Nursery Company	2726590	06/17/03
97.	SUNSATIION	Monrovia Nursery Company	2221642	02/02/99
98.	SUPER RED	Monrovia Nursery Company	1495281	07/11/87
99.	TAHITIAN DAWN	Monrovia Nursery Company	1359555	09/10/85
100.	TANGO TWIRL	Monrovia Nursery Company	2693112	03/04/03
101.	TEENIE GENIE	Monrovia Nursery Company	1414429	10/21/86
102.	TIMELESS BEAUTY	Monrovia Nursery Company	1414428	10/21/86
103.	TINY TOWER	Monrovia Nursery Company	2714869	05/13/03
104.	TRIPAK	Monrovia Nursery Company	2364661	07/04/00
105.	TROPICAL TREASURES	Monrovia Nursery Company	2316770	02/08/00
106.	TURQUOISE SPREADER	Monrovia Nursery Company	1391790	04/29/86
107.	URBAN PINE	Monrovia Nursery Company	1704345	07/28/92
108.	WHITE CAPE	Monrovia Nursery Company	2549880	03/19/02
109.	WHITE LIGHTNIN'	Monrovia Nursery Company	2121768	12/16/97
110.	YUKON BELLE	Monrovia Nursery Company	1289284	08/07/84

**Continuation of Item 4: Application number(s) or Registration Number(s) and
Identification or Description of the Trademark**

Pending U.S. Trademark Applications

	MARK	OWNER	APPLICATION NO.	APPLICATION DATE
111.	Design mark 	Monrovia Nursery Company	76/114775	08/21/00
112.	Design mark 	Monrovia Nursery Company	76/113993	08/21/00
113.	Design Mark 	Monrovia Nursery Company	78/406969	04/23/04
114.	DOUBLE SHOT	Monrovia Nursery Company	76/553595	10/06/03
115.	FALL FAVORITES	Monrovia Nursery Company	78/429682	06/03/04
116.	GOLDEN SUNRISE	Monrovia Nursery Company	78/343663	12/19/03
117.	GREEN TOWER	Monrovia Nursery Company	76/554362	10/06/03
118.	PETITE BUTTERFLIES	Monrovia Nursery Company	76/493069	02/25/03
119.	RED DRAGON	Monrovia Nursery Company	76/086990	07/12/00
120.	SOFT WRAP	Monrovia Nursery Company	76/039445	05/02/00
121.	SUPERONE	Monrovia Nursery Company	78/289662	08/20/03

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of June 30, 2004, is made by MONROVIA NURSERY COMPANY, a California corporation ("MNC"), MONROVIA NURSERY OF NORTH CAROLINA, LLC, a Delaware limited liability company ("Nursery"), HORTICULTURAL FARMS, INC., a Georgia corporation ("Farms"), MONROVIA GROWERS COMPANY, a California corporation ("Growers"), WIGHT NURSERIES, INC., a Georgia corporation ("Wight"), and BERRYHILL NURSERY, INC., a Georgia corporation ("Berryhill"; Berryhill, MNC, Nursery, Farms, Growers and Wight are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantors, the other Credit Parties party thereto, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Agent and Lenders to extend such financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

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, each Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a Lien upon and security interest in all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names,

styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

- (a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and
- (f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

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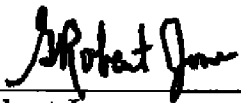
IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

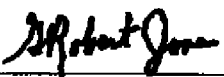
"Grantors"

MONROVIA NURSERY COMPANY
HORTICULTURAL FARMS, INC.
MONROVIA GROWERS COMPANY
WIGHT NURSERIES, INC.
BERRYHILL NURSERY, INC.

MONROVIA NURSERY OF NORTH
CAROLINA, LLC

By: MONROVIA NURSERY COMPANY,
its Sole Member

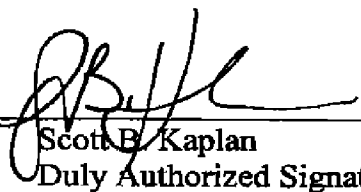
By: 
G. Robert Jones
Vice President Finance

By: 
G. Robert Jones
Vice President Finance

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Scott E. Kaplan
Duly Authorized Signatory

SCHEDULE I
to
**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

(PART A)

PATENTS

Monrovia Nursery Company

TITLE	PATENT NUMBER	ISSUE DATE
Potentilla	USPP4226	03/21/78*
Potentilla	USPP4628	01/20/81*
Bougainvillea selection	USPP4995	03/15/83*
Pinus thunbergiana selection	USPP5078	08/02/83*
Juniperus scopulorum selection	USPP5084	08/09/83*
Cortaderia 'Monvin'	USPP5136	11/08/83*
Ilex aquifolium selection	USPP5143	11/22/83*
Raphiolepis indica cv. Monruce	USPP5212	03/27/84*
Raphiolepis indica cv. Monrey	USPP5215	04/03/84*
Photinia x fraseri cv. Monstock	USPP5237	05/29/84*
Olea europaea cv. Monher	USPP5649	01/28/86
Spiraea x Bumalda cv. Monhub	USPP5834	12/16/86
Raphiolepis indica cv. Monto	USPP5862	01/20/87
Nerium oleander cv. Monvis	USPP5866	01/27/87
Parthenocissus quinquefolia plant variety named 'Monham'	USPP10128	11/25/97
Magnolia hybrid cv. Monland	USPP6178	05/17/88
Olea europaea cv. Montra	USPP6266	08/30/88
Juniperus Sabina cv. Monard	USPP6656	03/07/89
Syringa bulgaris cv Monore	USPP6877	06/27/89
Bougainvillea hybrid cv. Monka	USPP6959	08/01/89
Fuchsia x hybrida cv. Island Sunset	USPP7270	07/17/90
Plumbago Auriculata cv. Monott	USPP7822	02/10/92

* Patent may have expired.

TITLE	PATENT NUMBER	ISSUE DATE
Lagerstroemia indica cv. Moned	USPP8600	02/15/94
Lagerstroemia indica cv. Monink	USPP8599	02/15/94
Berberis thunbergii cv. 'Monlers'	USPP9577	06/11/96
Juniperus Horizontalis cv. Monber	USPP9639	09/03/96
Ilex plant variety named Mondo	USPP9999	8/12/97
Mandevilla plant named 'Monte'	USPP10329	04/14/98
Taxus cuspidate cv. 'Monloo'	USPP10335	04/21/98
Hydrangea paniculata 'Ruby'	USPP10751	01/12/99
Lantana plant named 'Mongen'	USPP10891	05/11/99
Chilopsis plant named "Monhews"	USPP11078	10/05/99
Physocarpus opulifolius CV "Monlo"	USPP11211	02/08/00
Berberis thunbergii plant named 'Monry'	USPP11332	04/04/00
Hydrangea macrophylla named 'Monrey'	USPP11405	06/06/00
Mandevilla plant with double flower called "Rita Marie Green"	USPP11787	02/27/01
Nandina plant named "Monum"	USPP12069	08/28/01
Geranium hybrid plant named "Pink Spice"	USPP12172	10/30/01
Device and method for loading nursery items on a truck	US6368036	04/09/02
Cupressus sempervirens 'Monshel'	USPP12933	09/10/02
Plumbago auriculata named "Monite"	USPP13953	07/08/03
Mower with vertically movable platform	US6609356	08/26/03
Hemerocallis hybrid named "Malja" Hemerocallis hybrid Malja	USPP14221	10/07/03
Mandevilla plant named "Monrey" Mandevilla x amabilis Monrey	USPP14290	11/11/03
Buddleia plant named "Monrell" Buddleia Davidii Monrell	USPP14370	12/16/03
Mandelvilla plant with double flower	US6300547	10/09/01
Yucca plant named "Monca" Yucca recurvifolia Monca	USPP14616	03/16/04
Nandina plant named 'Monfar'	USPP14693	04/13/04

Title (pending application)	Application Number	Application Date
Mower with vertically movable platform	US20030196422	05/23/03

Monrovia Growers Company

None.

Horticultural Farms, Inc.

None.

Wight Nurseries, Inc.

None.

Berryhill Nurseries, Inc.

None.


Monrovia Nursery of North Carolina, Inc.


None.



(PART B)

TRADEMARKS

Monrovia Nursery Company




FEDERAL REGISTERED MARKS	REGISTRATION No.	REGISTRATION DATE
ALPINE CARPET	2435189	03/13/01
ANGEL'S BUSH	2124049	12/23/97
BALBOA SUNSET	2615313	09/03/02
BANANA SPLIT	2618139	09/10/02
BERRIES JUBILEE	1477036	02/16/88
BERRI-MAGIC	2124055	12/23/97
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CALGARY CARPET	1492502	06/14/88
CAMARILLO FIESTA	2277348	09/14/99
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CRIMSON JEWEL	2124036	12/23/97
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FEDERAL REGISTERED MARKS	REGISTRATION No.	REGISTRATION DATE
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DIABLO	2241622	04/27/99
DISTINCTIVELY BETTER	2695070	03/11/03
DON MARIO	2228063	03/02/99
EMERALD FOUNTAIN	2124058	12/23/97
EMERALD ISLE	1786945	08/10/93
EMERALD KING	2196074	10/13/98
EMERALD SPREADER	1391789	04/29/86
ENCHANTRESS	1359553	09/10/85
FIRST LOVE	1766103	04/20/93
FIRST SNOW	2393439	10/10/00
FLAME	2132483	01/27/98
FROSTY	2221748	02/02/99
FULLMOON	1387700	03/25/86
GARDEN READY	1663034	10/29/91
GOLD COAST	1202922	07/27/82
GOLDEN PRINCE	1486387	04/26/88
GOLDEN ZEBRA	2544852	03/05/02
GREEN ICE	2124054	12/23/97
HORTICULTURAL CRAFTSMAN	2642611	10/29/02
ICE ANGELS	2393440	10/10/00
ICEE BLUE	2192319	09/29/98
INDIAN PRINCESS	1359554	09/10/85
ITSY BITSY	1379417	01/21/86
IVORY FEATHERS	1744730	01/05/93
LAVENDER SWIRL	1644565	05/14/91

FEDERAL REGISTERED MARKS	REGISTRATION No.	REGISTRATION DATE
LEMON SWIRL	1289285	08/07/84
LIMEMOUND	1359551	09/10/85
LITTLE OLLIE	2125864	12/30/97
LITTLE RASCAL	2066799	06/03/97
MAJESTIC BEAUTY	1731434	11/10/92
MARREKESH	1840773	06/21/94
MIDNIGHT BLUE	2124052	12/23/97
MINT JULEP	1299799	10/09/84
MN and design 	0534014	11/28/50
MONROVIA	2176948	07/28/98
MONROVIA and Design  MONROVIA	2182491	08/18/98
MOONLIGHT PARFAIT	2457263	06/05/01
MOOR-DENSE	2124051	12/23/97
MORROCO	1840774	06/21/94
OO-LA-LA	2115354	11/25/97
PETITE INDIGO	1342676	06/18/85
PETITE PLUM	2147850	03/31/98
PINK ELF	1743430	12/29/92
PINK N' PRETTY	2211154	12/15/98
PINK PARFAIT	2418966	01/09/01
PINK-A-BOO	1736902	12/01/92
PLANTS FOR A BETTER WORLD	1693420	06/09/92
PLUM PASSION	2125845	12/30/97


FEDERAL REGISTERED MARKS	REGISTRATION No.	REGISTRATION DATE
POP 1-2-3	2782882	11/11/03
POWDER PUFF	1334605	05/07/85
PRAIRIE PILLAR	2529170	01/15/02
PURPLE QUEEN	2129001	01/13/98
PURPLE RAIN	1495282	07/05/88
RAZZLEBERRI	2127481	01/06/98
RED N' PRETTY	2209082	12/08/98
RED RHAPSODY	1696357	06/23/92
ROYAL CAPE	2121913	12/16/97
RUBY LACE	1414427	10/21/86
SHOGUN	2124060	12/23/97
SIENNA SUNRISE	2749899	08/12/03
SPARKLER	2198649	10/20/98
SPREADING SUNSHINE	2216451	01/05/99
SPRING RAPTURE	1286290	07/17/84
SPRINGTIME	1359552	09/10/85
STAR SHOWERS	2124059	12/23/97
STARBURST	1479869	03/08/88
STRAWBERRY LEMONADE	2618138	09/10/02
SUMMER SNOW	2124057	12/23/97
SUMMER SONG	2081382	07/22/97
SUN STRIPE	2124035	12/23/97
SUNDAZE	2682465	02/04/03
SUNNY DAZE	2234335	03/23/99
SUNNY DELIGHT	1722272	10/06/92
SUNNY DELIGHT	1367989	10/29/85
SURPRISE BOUQUET	2726590	06/17/03
SUNSATIION	2221642	02/02/99
SUPER RED	1495281	07/11/87

FEDERAL REGISTERED MARKS	REGISTRATION No.	REGISTRATION DATE
TAHITIAN DAWN	1359555	09/10/85
TANGO TWIRL	2693112	03/04/03
TEENIE GENIE	1414429	10/21/86
TIMELESS BEAUTY	1414428	10/21/86
TINY TOWER	2714869	05/13/03
TRIPAK	2364661	07/04/00
TROPICAL TREASURES	2316770	02/08/00
TURQUOISE SPREADER	1391790	04/29/86
URBAN PINE	1704345	07/28/92
WHITE CAPE	2549880	03/19/02
WHITE LIGHTNIN'	2121768	12/16/97
YUKON BELLE	1289284	08/07/84

PENDING MARKS	APPLICATION No.	APPLICATION DATE
Design mark 	76/114775	08/21/00
Design mark 	76/113993	08/21/00
Design Mark 	78/406969	04/23/04
DOUBLE SHOT	76/553595	10/06/03
FALL FAVORITES	78/429682	06/03/04
GOLDEN SUNRISE	78/343663	12/19/03
GREEN TOWER	76/554362	10/06/03
PETITE BUTTERFLIES	76/493069	02/25/03
RED DRAGON	76/086990	07/12/00
SOFT WRAP	76/039445	05/02/00
SUPERONE	78/289662	08/20/03

STATE	MARK	REGISTRATION NO.	REGISTRATION DATE
California	ALGIERS	108189	05/13/02
California	ANGEL	108190	05/13/02
California	BRIGHT'N TIGHT	66702	07/07/82
California	CASABLANCA	108192	05/13/02
California	CONFETTI	104026	07/16/98
California	EMERALD CARPET	67279	09/08/82
California	FIREGLOW	67794	11/03/82
California	GOLD RUSH	103731	05/04/98
California	GOLDEN NUGGET	104240	09/22/98
California	IMPERIAL PRINCESS	104025	07/16/98
California	IMPERIAL QUEEN	104027	07/16/98
California	LOW N WHITE	108193	05/13/02
California	MAJESTIC ORCHID MN	42732	07/01/62
California	MONROVIA	102982	09/22/97
California	MONROVIA	102987	09/22/97
California	PETITE EMBERS	108184	08/13/02
California	PETITE ORCHID	108185	05/13/02
California	PETITE PINKIE	108188	05/13/02
California	PETITE RED IMP	108191	05/13/02
California	PETITE SNOW	108186	05/13/02
California	PLUM CRAZY	66465	06/03/82
California	RED DRAGON	107103	03/15/01
California	RED ELF	46572	07/25/68
California	ROSEDALE'S BEAUTY	66704	07/07/82
California	SILVER SPREADER	66703	07/07/82
California	SPREADING SUNSET	105624	10/06/99
California	SUNBURST	67793	11/03/82
California	SWAN LAKE	108187	05/13/02
California	SWAN LAKE	95832	03/16/92
California	TANGERINE	108195	05/13/02
California	TANGIER	108194	05/13/02
California	TEXAS DAWN	105828	12/09/99

COUNTRY	FOREIGN REGISTERED MARKS	REGISTRATION NO.	REGISTRATION DATE
Canada	MONROVIA	TMA541790	03/01/01

COUNTRY	FOREIGN REGISTERED MARKS	REGISTRATION NO.	REGISTRATION DATE
Canada	MONROVIA and design  MONROVIA	TMA541789	03/01/01

Monrovia Growers Company

None.

Horticultural Farms, Inc.

None.

Wight Nurseries, Inc.

MARK	REGISTRATION No.	REGISTRATION DATE
GROWN RIGHT	2,667,625	N/A

Berryhill Nurseries, Inc.

None.

Monrovia Nursery of North Carolina, Inc.

None.

(PART C)

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Monrovia Nursery Company

TITLE	REGISTRATION No.	REGISTRATION DATE
Can Chatter	TX4275418	5/2/96
Can Chatter	TX4315984	7/8/96
Can Chatter	TX4335321	8/27/96
Can Chatter	TX4275416	5/2/96
Can Chatter	TX4315983	7/8/96
Can Chatter	TX4335322	8/27/96
Can Chatter	TX4357494	8/29/96
Can Chatter	TX4405787	1/8/97
Can Chatter	TX4443258	3/6/97
Can Chatter	TX4405786	1/8/97
Can Chatter	TX4443257	3/6/97
Can Chatter	TX4577431	11/28/97
Can Chatter	TX4658315	2/4/98
Can Chatter	TX4658316	2/4/98
Can Chatter	TX4730771	7/8/98
Can Chatter	TX4699958	6/19/98
Can Chatter	TX4699959	6/19/98
Can Chatter	TX4699960	6/19/98
Can Chatter	TX4730769	7/19/98
Can Chatter	TX4774435	9/29/98
Can Chatter	TX4730772	7/8/98
Can Chatter	TX4699963	6/19/98
Can Chatter	TX4699962	6/19/98
Can Chatter	TX4699961	6/19/98
Can Chatter	TX4730770	7/8/98

TITLE	REGISTRATION No.	REGISTRATION DATE
Can Chatter	TX4734130	7/20/98
Can Chatter	TX4774436	9/29/98
Can Chatter	TX4784308	9/29/98
Can Chatter	TX4832935	2/8/99
Can Chatter	TX4808110	9/29/98
Can Chatter	TX4821852	8/26/98
Can Chatter	TX4832936	2/8/99
Can Chatter	TX5164415	1/26/99
Can Chatter	TX5164414	1/26/99
Can Chatter	TX5164416	1/26/99
Can Chatter	TX5164413	1/26/99
Can Chatter	TX4150519	11/13/95
Can Chatter	TX4150545	11/13/95
Can Chatter	TX4173135	11/13/95
Can Chatter	TX4173136	11/13/95
Can Chatter	TX4713139	11/13/95
Can Chatter	TX4173141	11/13/95
Can Chatter	TX4173143	11/13/95
Can Chatter	TX4173145	11/13/95
Can Chatter	TX4203469	12/28/95
Can Chatter	TX4189393	12/28/95
Can Chatter	TX4205994	2/1/96
Can Chatter	TX4881813	5/11/99
Can Chatter	TX4150544	11/13/95
Can Chatter	TX4173134	11/13/95
Can Chatter	TX4173137	11/13/95
Can Chatter	TX4173138	11/13/95
Can Chatter	TX4173140	11/13/95
Can Chatter	TX4173142	11/13/95
Can Chatter	TX4173144	11/13/95
Can Chatter	TX4173146	11/13/95
Can Chatter	TX4203470	12/28/95
Can Chatter	TX4189394	12/28/95
Can Chatter	TX4205993	2/28/96
Monrovia Nursery Company:	TX2017748	2/2/87

TITLE	REGISTRATION No.	REGISTRATION DATE
Wholesale Catalog		
Monrovia Nursery Company: Wholesale Catalog	TX1064272	2/14/83
Monrovia Nursery Company: Wholesale Catalog	TX1742429	1/27/86
Monrovia Nursery Company: Wholesale Catalog	TX400967	1/22/80
Monrovia Nursery Company: Wholesale Catalog	TX615615	1/19/81
Monrovia Nursery Company: Wholesale Catalog	TX828863	1/11/82
The Plant Finder	TX1845887	3/19/86
Wholesale Catalog	TX49457	4/5/78
1979 Wholesale Catalog	TX232079	4/5/79

Monrovia Growers Company

None.

Horticultural Farms, Inc.

None.

Wight Nurseries, Inc.

None.

Berryhill Nurseries, Inc.

None.

Monrovia Nursery of North Carolina, Inc.

None.