

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shemin Nurseries, Inc.		05/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	335 Madison Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78512845		
Registration Number:	1306272		
Registration Number:	1260303		
Registration Number:	1307902		
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404.572.2611		
Email:	vfitzpatrick@kslaw.com		
Correspondent Name:	Vandy F. Fitzpatrick		
Address Line 1:	191 Peachtree Street		
Address Line 2:	c/o Vandy F. Fitzpatrick		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Vandy F. Fitzpatrick		

CH \$115.00 78512845

900025583

**TRADEMARK
 REEL: 003094 FRAME: 0479**

Signature:

/s/ Vandy F. Fitzpatrick

Date:

05/31/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May __, 2005, by SHEMIN NURSERIES, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, 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"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including 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 Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

SHEMIN NURSERIES, INC.

By: *Robert L. Curlett*
Name: *ROBERT L. CURLETT*
Title: *VICE PRESIDENT*

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)
) ss.
COUNTY OF Fairfield)

On this ____ day of May, 2005 before me personally appeared Robert L. Curlett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Shemin Nurseries, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth T. Nunes
Notary Public

{seal}

ELIZABETH T. NUNES
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2005

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


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.

SHEMIN NURSERIES, INC.

By: _____
Name: Robert L. Curlett
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

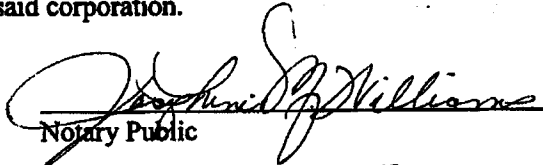
GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Kenneth Li
Title: Duly authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF KING)

On this 27th day of May, 2005 before me personally appeared Robert L. Curlett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Shemin Nurseries, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

JOSEPHINE M. WILLIAMS
Notary Public, State of New York
No. 01W16117747
Qualified in Kings County
Commission Expires Nov. 1, 2008

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Trademarks

Trademark	Serial/Registration Number	Filing/Registration Date
Shemin Design Mark	78512845	November 8, 2004
Shemin Design Mark	1306272	November 20, 1984
Shemin Design Mark	1260303	December 6, 1983
Shemin Design Mark	1307902	December 4, 1984