

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT, TRADEMARK AND LICENSE MORTGAGE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLOR SPOT NURSERIES, INC.		06/16/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TERM B COLLATERAL AGENT
Street Address:	Sixth Street & Marquette Ave.
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	A NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2364959	SPOTLIGHT
Registration Number:	2347525	BONITA
Registration Number:	2300545	FIRST LADY
Registration Number:	2267711	NEON HEAT
Registration Number:	2411189	COLOR WONDERS
Serial Number:	78190870	COLOR SPOT
Serial Number:	78392072	COLOR SPOT
Serial Number:	78392074	COLOR SPOT
Serial Number:	78172316	GARDEN ACCENTS

CORRESPONDENCE DATA	
Fax Number:	(312)701-7711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-701-7237

OP \$240.00 2364959

Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	06/23/2005

Total Attachments: 18

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THE LIEN OF THE MORTGAGEE IN RESPECT OF THE COLLATERAL GRANTED HEREUNDER AND THE EXERCISE BY SUCH MORTGAGEE OF ITS RIGHTS HEREUNDER WITH RESPECT TO SUCH COLLATERAL ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERM LOAN INTERCREDITOR PROVISIONS REFERRED TO IN SECTION 24 BELOW.

PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of this 16th day of June 2005, by COLOR SPOT NURSERIES, INC., a Delaware corporation, with its chief executive office and principal place of business at 2575 Olive Hill Road, Fallbrook, California 92028 ("Mortgagor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), a national banking association with an office at Sixth Street & Marquette Avenue, Minneapolis, Minnesota 55479, as collateral agent for the Term B Secured Parties (as defined in the hereinafter defined Loan Agreement) (in such capacity, "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor, Mortgagee, Wells Fargo, as Administrative Agent and as Term A Collateral Agent, and certain financial institutions and other Persons party thereto from time to time as "Lenders" ("Lenders") are parties to a certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), which Loan Agreement provides, among other things, (i) for Lenders to make Loans to Mortgagor and (ii) for the grant by Mortgagor to Mortgagee, for the benefit of the Term B Secured Parties, of a security interest in substantially all of Mortgagor's assets, including, without limitation, the patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and certain licenses of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby creates a security interest in, pledges and transfers to Mortgagee, for the benefit of the Term B Secured Parties, as and by way of a mortgage and security interest having priority over all other security interests, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations and service mark registration applications, including, without limitation, the trademarks, trade names, service marks, registrations and applications for registration listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any registration or application for registration or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof, and excluding all license agreements which, according to their terms, may not be assigned without the prior written consent of the licensors thereto unless the non-assignment provisions contained in any such license agreement would be rendered ineffective for purposes of the Lien hereunder pursuant to the Code (it being understood that upon request of Mortgagee, Mortgagor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Mortgagee) (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Remedies. Upon or at any time after the occurrence and during the continuance of an Event of Default, the Mortgagee shall have, and may exercise from time to time, the following rights and remedies:

(1) All of the rights and remedies of a secured party under the Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located, or under other applicable law, and all other legal and equitable rights to which the Mortgagee or any other Term B Secured Party may be entitled, all of which rights and remedies shall be cumulative, and shall be in addition to any other rights or remedies contained in this Agreement or any of the other Loan Documents, and none of which shall be exclusive.

(2) The right to sell or otherwise dispose of all or any Patents, Trademarks and Licenses, at public or private sale or sales, with such notice as may be required by law, for cash or on credit, all as Mortgagee, in its sole discretion, may deem advisable. Mortgagee may, at its option, disclaim any and all warranties regarding the Patents, Trademarks and Licenses in connection with any such sale. Mortgagor agrees that 10 days' written notice to Mortgagor of any public or private sale or other disposition of any Patents, Trademarks or Licenses shall be reasonable notice thereof, and such sale shall be at such locations as Mortgagee may designate in said notice. Mortgagee shall have the right to conduct such sales on Mortgagor's or any of its Subsidiary's premises, without charge therefor, and such sales may be adjourned from time to time in accordance with applicable law. Mortgagee shall have the right to sell, lease or otherwise dispose of the Patents, Trademarks and Licenses, or any part thereof, for cash, credit or any combination thereof, and subject to the Term Loan Intercreditor Provisions, any Term B Secured Party may purchase all or any part of the Patents, Trademarks and Licenses at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations owed to such Term B Secured Party. The proceeds realized by the Mortgagee from the sale of Patents, Trademarks and Licenses shall be applied in accordance with Section 3.3(ii) of the Loan Agreement. If any deficiency shall remain or arise, Mortgagor and each Guarantor shall remain jointly and severally liable to the Term B Secured Parties therefor.

(3) Mortgagee is hereby granted a license or other right to use, without charge, Mortgagor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any

Property of a similar nature, as it pertains to the Patents, Trademarks and Licenses, in advertising for sale and selling any Patents, Trademarks and Licenses and Mortgagor's rights under all licenses and all franchise agreements shall inure to Mortgagee's benefit.

4. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee that:

(i) No Patents, Trademarks and Licenses have been adjudged invalid or unenforceable or have been cancelled, in whole or in part, or are not presently subsisting;

(ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses (except for Licenses with respect to which Mortgagor is not the exclusive licensee), free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using, or has a current bona fide intention to use, all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the right to execute and deliver this Mortgage and perform its terms.

5. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full (except for contingent indemnification obligations pursuant to Section 12.2 of the Loan Agreement or under the indemnification provisions of the Security Documents), Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with the obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

6. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents and Trademarks now owned by, and Licenses

granted by or to, Mortgagor. If, before the Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Mortgagor shall (i) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (ii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

7. Royalties; Term. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the Obligations have been paid in full (except for contingent indemnification obligations pursuant to Section 12.2 of the Loan Agreement or under the indemnification provisions of the Security Documents). Upon or at any time after the occurrence and during the continuance of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

8. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred and be continuing, Mortgagee hereby grants to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 8, without the prior written consent of Mortgagee. Upon or at any time after the occurrence and during the continuance of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 8 shall terminate forthwith, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Code (or such other applicable laws) as enacted in any of the jurisdictions in which the Patents, Trademarks or Licenses may be located.

9. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Obligations (except for contingent indemnification obligations pursuant to Section 12.2 of the Loan Agreement or under the indemnification provisions of the Security Documents), to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon or at any time after

the occurrence and during the continuance of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

10. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Obligations (except for contingent indemnification obligations pursuant to Section 12.2 of the Loan Agreement or under the indemnification provisions of the Security Documents), Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

11. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate as set forth in the Loan Agreement.

12. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Obligations (except for contingent indemnification obligations pursuant to Section 12.2 of the Loan Agreement or under the indemnification provisions of the Security Documents) shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, which in the reasonable judgment of Mortgagor are required for Mortgagor's business, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 12 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the written consent of Mortgagee.

13. Mortgagee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and,

if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 13.

14. Remedies Cumulative; No Waiver. All covenants, conditions, provisions, warranties, guaranties, indemnities and other undertakings of Mortgagor contained in this Agreement and the other Loan Documents, or in any document referred to herein or contained in any agreement supplementary hereto or in any schedule given to Mortgagee or contained in any other agreement between Mortgagee and any Mortgagor heretofore, concurrently or hereafter entered into, shall be deemed cumulative to and not in derogation or substitution of any of the terms, covenants, conditions or agreements of Mortgagor herein contained. The failure or delay of any Term B Secured Party to require strict performance by Mortgagor of any provision of this Agreement or to exercise or enforce any rights, Liens, powers or remedies hereunder or under any of the aforesaid agreements or other documents or security or Collateral shall not operate as a waiver of such performance, Liens, rights, powers and remedies, but all such requirements, Liens, rights, powers and remedies shall continue in full force and effect until all Loans and all other Obligations (except for contingent indemnification obligations pursuant to Section 12.2 of the Loan Agreement or under the indemnification provisions of the Security Documents) owing or to become owing from Mortgagor to the Secured Parties shall have been fully satisfied. None of the undertakings, agreements, warranties, covenants and representations of Mortgagor contained in this Agreement or any of the other Loan Documents and no Default by Mortgagor under this Agreement or any other Loan Document shall be deemed to have been suspended or waived by any Term B Secured Party, unless such suspension or waiver is by an instrument in writing specifying such suspension or waiver and made in accordance with Section 11.8 of the Loan Agreement and directed to Mortgagor.

15. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

16. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

17. Power of Attorney; Effect on Loan Agreement. Upon or at any time after the occurrence and during the continuance of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact,

with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be constitute a power coupled with an interest and shall be irrevocable until the Obligations (except for contingent indemnification obligations pursuant to Section 12.2 of the Loan Agreement or under the indemnification provisions of the Security Documents) shall have been paid in full. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies.

18. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

19. Governing Law; Consent to Forum. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT IF ANY OF THE PATENTS, TRADEMARKS AND LICENSES SHALL BE LOCATED IN ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK, THE LAWS OF SUCH JURISDICTION SHALL GOVERN THE METHOD, MANNER AND PROCEDURE FOR FORECLOSURE OF A MORTGAGEE'S LIEN UPON SUCH COLLATERAL AND THE ENFORCEMENT OF SUCH MORTGAGEE'S OTHER REMEDIES IN RESPECT OF SUCH COLLATERAL TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTION ARE DIFFERENT FROM OR INCONSISTENT WITH THE LAWS OF THE STATE OF NEW YORK. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF MORTGAGOR, MORTGAGEE OR ANY OTHER TERM B SECURED PARTY, MORTGAGOR HEREBY CONSENTS AND AGREES THAT THE COURTS OF THE STATE OF NEW YORK, OR, AT THE ADMINISTRATIVE AGENT'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE THAT ARE LOCATED IN NEW YORK COUNTY OF THE STATE OF NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN MORTGAGOR AND MORTGAGEE OR ANY OTHER TERM B SECURED PARTY PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. MORTGAGOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO EACH SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND MORTGAGOR HEREBY WAIVES ANY OBJECTION WHICH MORTGAGOR MAY HAVE BASED

UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE AS PROVIDED IN SECTION 12.8 OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF MORTGAGEE OR ANY OTHER TERM B SECURED PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY MORTGAGEE OR SUCH OTHER TERM B SECURED PARTY OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

20. Waivers by Mortgagor. MORTGAGOR IRREVOCABLY WAIVES (A) THE RIGHT TO TRIAL BY JURY (WHICH EACH TERM B SECURED PARTY HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OF COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS OR THE PATENTS, TRADEMARKS AND LICENSES; (B) PRESENTMENT, DEMAND (EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN) AND PROTEST AND NOTICE OF PRESENTMENT, PROTEST, DEFAULT, NON PAYMENT, MATURITY, RELEASE, COMPROMISE, SETTLEMENT, EXTENSION OR RENEWAL OF ANY OR ALL COMMERCIAL PAPER, ACCOUNTS, CONTRACT RIGHTS, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER AND GUARANTIES AT ANY TIME HELD BY ANY TERM B SECURED PARTY, ON WHICH MORTGAGOR MAY IN ANY WAY BE LIABLE AND HEREBY RATIFIES AND CONFIRMS WHATEVER ANY TERM B SECURED PARTY MAY DO IN THIS REGARD; (C) NOTICE PRIOR TO EITHER MORTGAGEE'S TAKING POSSESSION OR CONTROL OF THE PATENTS, TRADEMARKS OR LICENSES OR ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING SUCH MORTGAGEE TO EXERCISE ANY OF SUCH MORTGAGEE'S REMEDIES; (D) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS AND (E) NOTICE OF ACCEPTANCE HEREOF. MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO EACH MORTGAGEE'S ENTERING INTO THIS AGREEMENT AND THAT EACH TERM B SECURED PARTY IS RELYING UPON THE FOREGOING WAIVERS IN ITS FUTURE DEALINGS WITH MORTGAGORS. MORTGAGOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

21. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

22. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

23. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.

24. Intercreditor Provisions.

(i) Notwithstanding anything to the contrary in this Agreement or in any other Loan Document (other than the Intercreditor Agreement) (i) the Liens granted to Mortgagee in favor of the Term B Secured Parties pursuant to this Agreement and the other Loan Documents, the exercise of any right or remedy related to any Collateral and the application of the proceeds of any Collateral, shall be subject, in each case, to the terms of the Intercreditor Provisions; and (ii) in the event of any direct conflict between the express terms and provisions of this Agreement and the Intercreditor Provisions or the Intercreditor Provisions and any other Loan Document, in each case, with respect to the Liens granted to Mortgagee in favor of the Term B Secured Parties pursuant to this Agreement and the other Loan Documents, the exercise of any right or remedy related to any Collateral, the application of the proceeds of any Collateral or any other matters that the Intercreditor Provisions specifically address, (x) the Intercreditor Provisions shall control and (y) as between the Intercreditor Agreement and the Term Loan Intercreditor Provisions, the Intercreditor Agreement shall control.

(ii) Notwithstanding anything to the contrary herein or in any other Loan Document, any provision hereof or thereof that requires Mortgagor or any of its Subsidiaries to (i) deliver any Collateral to Mortgagee or (ii) provide that Mortgagee have possession of or control over such Collateral may be satisfied by (a) the delivery of such Collateral by Mortgagor or any of its Subsidiaries, as applicable, to (1) WCF Agent for the benefit of the WCF Lenders and Mortgagee for the benefit of the Term B Secured Parties pursuant to Section 4.2(a) of the Intercreditor Agreement or (2) subject to the Intercreditor Agreement, Term A Collateral Agent for the benefit of the Term A Secured Parties and Mortgagee for the benefit of the Term B Secured Parties pursuant to Section 2.12(a) of the Term Loan Intercreditor Provisions or (b) providing that (1) the WCF Agent be provided with control with respect to such Collateral of Mortgagor or any of its Subsidiaries, as applicable, for the

benefit of the WCF Lenders and Mortgagee for the benefit of the Term B Secured Parties pursuant to Section 4.2(a) of the Intercreditor Agreement or (2) subject to the Intercreditor Agreement, Term A Collateral Agent be provided with control with respect to such Collateral of Mortgagor or any of its Subsidiaries, as applicable, for the benefit of the Term A Secured Parties and Mortgagee for the benefit of the Term B Secured Parties pursuant to Section 2.12(a) of the Term Loan Intercreditor Provisions.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

COLOR SPOT NURSERIES, INC.

By _____
Its Vice President and Chief Financial Officer

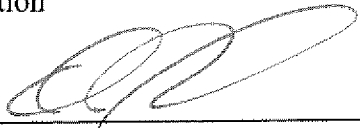
AGREED AND ACCEPTED THIS
16th Day of June, 2005.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Term B Collateral Agent

By _____
Its _____

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year specified at the beginning hereof.

COLOR SPOT NURSERIES, INC., a Delaware corporation

By 
Title Vice President and Chief Financial Officer

ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Term B Collateral Agent

By _____
Name:
Title:

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 16th Day of June, 2005, by Oscar Truyol, personally known to me to be the Vice President and Chief Financial Officer of Color Spot Nurseries, Inc., a Delaware corporation, on behalf of such corporation.

Maria Lodato

Notary Public

My Commission expires:

Maria Lodato
Notary Public, State of New York
No. 4944191
Qualified in Nassau County
Commission Expires November 14, 2006

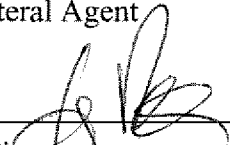
IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year specified at the beginning hereof.

COLOR SPOT NURSERIES, INC., a Delaware corporation

By _____
Title Vice President and
Chief Financial Officer

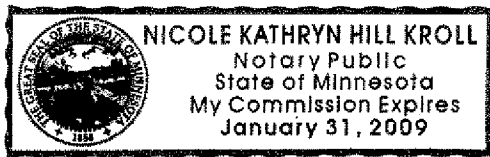
ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Term B
Collateral Agent

By  _____
Name: **JEFFERY ROSE**
Title: **Vice President**

Minnesota
STATE OF ~~NEW YORK~~)
Anoka) SS
COUNTY OF ~~NEW YORK~~)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 16th day of June, 2005, by Jeffery Rose, personally known to me to be the Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of such national banking association.



Nicole K. Kroll
Notary Public

My Commission expires:
1/31/09

AFTER FILING RETURN THIS INSTRUMENT TO:

Justin F. Hoffman, Esq.
Mayer, Brown, Rowe & Maw LLP
1675 Broadway
New York, New York 10010

EXHIBIT A**Patents**

<u>Patent</u>	<u>Filing Date</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Antigonon plant named "Colvey"	02/01/01	Issued	PP12,800	07/23/02
Photinia plant named "Colwillow"	03/06/00	Issued	PP12,187	11/06/01
Photinia plant named "Colango"	08/05/98	Issued	PP11,510	09/12/00
Photinia plant named "Colmont"	08/05/98	Issued	PP11,491	08/22/00
Nandina plant named "Colerno"	10/02/98	Issued	PP11,453	07/18/00
Verbena plant named "Colkeeter"	09/29/97	Issued	PP11,275	03/07/00
Ruellia plant named "Colobe Pink"	09/29/97	Issued	PP10,841	03/30/99

EXHIBIT B

Trademarks

<u>Trademark</u>	<u>Filing Date</u>	<u>Status in PTO</u>	<u>Federal Registration/ Serial Number</u>	<u>Registration Date</u>
Color Spot*	12/03/02	Will be published for opposition 07/05/05	78/190870	N/A
Color Spot*	03/28/04	Approved for publication 05/03/05	78/392072	N/A
Color Spot (Mexico)	09/24/04	Registered	862440	11/30/04
Color Spot (Mexico)	09/24/04	Registered	862439	11/30/04
Color Spot & Design*	03/28/04	Approved for publication 04/26/05	78/392074	N/A
Color Spot & Design (Mexico)	09/24/04	Registered	867671	02/22/05
Color Spot & Design (Mexico)	09/24/04	Pending – office action response filed 02/25/05	678645	N/A
Garden Accents	10/08/02	Pending – final refusal mailed 12/29/04	78/172316	N/A
Spotlight	10/20/97	Registered	2,364,959	07/04/00
Bonita	10/20/97	Registered	2,347,525	05/02/00
First Lady	10/20/97	Registered	2,300,545	12/14/99
Neon Heat	10/20/97	Registered	2,267,711	08/03/99
Color Wonders	09/11/98	Registered	2,411,189	12/05/00

* These trademark applications were filed all or in part as "Intent to Use" applications.

EXHIBIT C

Licenses

None.