

Form PTO-159-4
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):
Weeks Wholesale Rose Grower

Individual(s) Association
 General Partnership Limited Partnership
 Corporation California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Harris N.A., as agent
Internal Address: _____
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60603

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

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(s) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 30, 2005

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
See Schedule A, attached

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

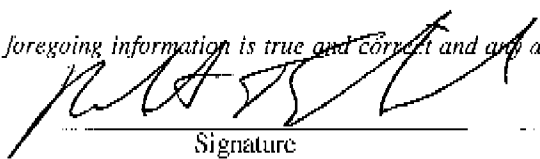
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert J. Schneider
Internal Address: Chapman and Cutler LLP
Street Address: 111 West Monroe Street
City: Chicago State IL ZIP: 60603

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0305
(Attach duplicate copy of this page if paying by deposit account)
Attorney Docket No. 1575513

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 an attached copy is a true copy of the original document.
Robert J. Schneider  October 7, 2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$65.00 500305 76586232

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

None.

PENDING FEDERAL TRADEMARK APPLICATIONS

| Mark/Title | Application Number | Application Date |
|-------------------|---------------------------|-------------------------|
| Rabble Rouser | 76/588232 | 04/22/04 |
| Easy-to-Love | 76/588231 | 04/22/04 |

TRADEMARK COLLATERAL AGREEMENT

This 30th day of September, 2005, Weeks Wholesale Rose Grower, a California corporation ("*Debtor*") with its mailing address at 430 East 19th Street, Upland, California 91784, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, as agent for itself and certain other lenders under the Amended and Restated Security Agreement as hereinafter defined (acting in such capacity and any successor or successors acting in such capacity, the "*Secured Party*"), and grants to the Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor and its affiliates as set out in that certain Amended and Restated Security Agreement, bearing even date herewith between International Garden Products, Inc., certain other parties thereto under the heading "Debtors", and the Secured Party, acting as agent for the Secured Creditors therein identified (such Amended and Restated Security Agreement as amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WEEKS WHOLESALE ROSE GROWER

By W.W. Gardner
Name Dean Gardner
Title Chief Financial Officer

HARRIS N.A., as Agent

By _____
Name _____
Title _____

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WEEKS WHOLESALE ROSE GROWER

By _____
Name _____
Title _____

HARRIS N.A., as Agent

By Jean R. Elie
Name JEAN R. ELIE
Title V. P.

10/07/05 11:25:55

Law Offices of

CHAPMAN AND CUTLER LLP

Intellectual Property Department

111 West Monroe Street, Chicago, Illinois 60603

Telephone 1•312•845•3000 FAX 1•312• 701•2361

Direct Dial 1•312•845•3919 Direct Fax: 1•312•803•5299

FACSIMILE COVER PAGE

This transmission consists of 6 page(s) including cover page.

Please call (312) 845-3919 if you have any problems with this transmission.

Date: Friday, October 7, 2005

To: Assignment Recordation Services

Firm/Company: U.S. Patent & Trademark Office

Fax Number: (571) 273-0140

Confirm Number: (571) 272-3350

From: Robert J. Schneider

Matter Number: 1575513

Comments: Recordation of Security Agreement

CERTIFICATE OF FACSIMILE TRANSMISSION: I hereby certify that the attached correspondence was transmitted by facsimile on the date listed above, to the U.S. Patent & Trademark Office at the facsimile number listed above, under 37 C.F.R. § 1.8.

Signature: *Richard Kalwa*

Person Signing Certificate Richard Kalwa Date: October 7, 2005

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TRADEMARK

RECORDED 10/07/2005

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