

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (IP Supplement to the initial Trademark Grant executed 09/30/2003)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hines Nurseries, Inc.		12/20/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76394158	HOT TROPICS
Serial Number:	78509125	BRINGING THE BEST OF THE WORLD'S GARDENS TO YOU

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gdurham@omm.com
Correspondent Name: Gina M. Durham, Esq.
Address Line 1: 400 South Hope Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	01/05/2006

CH \$65.00 76394158

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HINES NURSERIES, INC., a California corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Hines Nurseries, Inc., a California corporation ("**Company**"), Enviro-Safe Laboratories, Inc., a Florida corporation, ("**Enviro-Safe**") and Hines SGUS Inc., a Nevada corporation ("**SGUS**"), as borrowers (the "**Borrowers**") have entered into a Credit Agreement dated as of September 30, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Wells Fargo Bank, N.A. and Fleet Bank, as Co-Syndication Agents, and Deutsche Bank Trust Company Americas, as Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Derivative Contracts**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Derivative Contracts are entered into (in such capacity, collectively, "**Derivative Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of September 30, 2003 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied

for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 20th day of December, 2005.

HINES NURSERIES, INC.

By: 
Name: CLAUDIA PIEROPAN
Title: CEO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Pending Trademarks:

	<u>Applicant</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>File Date</u>
1.	Hines Nurseries, Inc.	Hot Tropics	76/394,158	10/10/05
2.	Hines Nurseries, Inc.	Bringing the Best of the World's Gardens to You	78/509,125	10/24/05

Schedule A-1

Grant of Trademark
Security Interest

LA3:1105737.1

RECORDED: 01/05/2006

**TRADEMARK
REEL: 003221 FRAME: 0326**