



CONTINUATION OF ITEM 4  
**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

United States Trademarks

Registrations & Applications:

Owner	Mark Name	Description	Filing Date	App. No.	Reg. Date	Reg. No.	Renewal	Status
Jackson & Perkins Wholesale	ARMSTRONG ROSES	Live rose plants	9/26/1988	73/753,997	5/1/1990	1,594,473	5/1/2010	Registered
Jackson & Perkins Wholesale	ARMSTRONG	Live rose plants	9/26/1988	73/753,998	5/29/1990	1,598,851	5/29/2010	Registered
Jackson & Perkins Wholesale	MINI BRITE	Live rose plants	3/6/1989	73/784,746	10/31/1989	1,563,640	10/31/2009	Registered
Jackson & Perkins Wholesale	HERITAGE	Live rose plants	10/11/1988	73/756,653	11/20/1990	1,623,904	11/20/2010	Registered
Jackson & Perkins Wholesale	SIGNATURE	Live rose plants	12/18/1996	75/215,220	11/25/1997	2,116,322	11/25/2007	Registered
Jackson & Perkins Wholesale	GARDEN EASE	Live rose plants	11/26/1997	75/396,636	6/8/1999	2,251,998	6/8/2009	Registered
Jackson & Perkins Wholesale	NEW GENERATION ROSES	Live rose plants	12/23/1997	75/409,850	11/10/1998	2,202,996	11/10/2008	Registered
Jackson & Perkins Wholesale	ROSE BLANKET	live plants, namely, roses	3/31/1997	75/266,709	2/24/1998	2,139,121	2/24/2008	Registered
Jackson & Perkins Wholesale	MOON SHADOW	Live rose plants	3/14/1996	75/072,876	6/3/1997	2,066,715	6/3/2007	Registered
Jackson & Perkins Wholesale	SIGNATURE	Superior grade of rose plants in cut flower form	4/13/1987	73/655,033	11/10/1987	1,464,781	11/10/2007	Registered
Jackson & Perkins Wholesale	NEW GENERATION	Live rose plants	3/11/2003	76/496,220	1/20/2004	2,806,494	1/20/2014	Registered
Jackson & Perkins Wholesale	LEAF DESIGN	Live plants	9/17/1998	75/554,996	12/7/1999	2,299,032	12/7/2009	Registered
Jackson & Perkins Wholesale	EASY BLOOM	Live rose plants	11/15/2005	78/754,082				Pending
Jackson & Perkins Wholesale	WILD THING	Live rose plants	2/1/2006	78/804,846				Pending

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2006, by JACKSON & PERKINS WHOLESALÉ, INC., a Delaware corporation (“Grantor”), in favor of GMAC Commercial Finance LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented, or otherwise modified, the “Credit Agreement”) by and among Harry & David Operations Corp., a Delaware corporation, the Persons named therein as Guarantors, the other Persons signatory thereto from time to time as Lenders, GMAC Commercial Finance LLC, as Collateral Agent (the “Collateral Agent”), UBS Loan Finance LLC, as Swingline Lender, the other Agents party thereto, and UBS, AG, Stamford Branch, as Issuing Bank, Administrative Collateral Agent and Administrative Agent (the “Administrative Agent”), Lenders have agreed to make the Loans and the Issuing Bank has agreed to issue Letters of Credit for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, the Administrative Agent, the Collateral Agent and Lenders are willing to make the Loans and the Issuing Bank is willing to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, 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”);

WHEREAS, pursuant to the Security Agreement, Grantor authorized the Collateral Agent to file filings with the United States Patent and Trademark Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Agent, as secured party;

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. “Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, as security for the Secured Obligations, 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"), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:

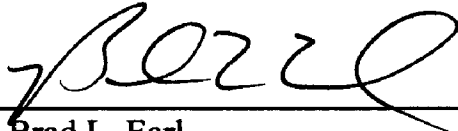
- (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark 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 Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

**JACKSON & PERKINS WHOLESALE,  
INC.**


By:   
Name: Brad L. Earl  
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement for  
Jackson & Perkins Wholesale, Inc.]

TRADEMARK  
REEL: 003375 FRAME: 0202

ACCEPTED AND ACKNOWLEDGED BY:

GMAC COMMERCIAL FINANCE LLC,  
as Collateral Agent

By: 

Name: Daniel Maresca

Title: Director

[Signature Page to Jackson & Perkins Wholesale, Inc.  
Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003375 FRAME: 0203**

**SCHEDULE I  
TO  
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United States Trademarks

Registrations & Applications:

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**RECORDED: 08/22/2006**

**TRADEMARK  
REEL: 003375 FRAME: 0204**