

CONTINUATION OF ITEM 4
Schedule A

Mark Name	Description	Filing Date	App. No.	Reg. Date	Reg. No.	Renewal
ARMSTRONG ROSES	Live rose plants	9/26/1988	73/753,997	5/1/1990	1,594,473	5/1/2010
ARMSTRONG	Live rose plants	9/26/1988	73/753,998	5/29/1990	1,598,851	5/29/2010
FRAGRANT MEMORY	Live rose bushes	12/24/1990	74/126,294	3/14/1995	1,883,804	3/14/2005
MINI BRITE	Live rose plants	3/6/1989	73/784,746	10/31/1989	1,563,640	10/31/2009
HERITAGE	Live rose plants	10/11/1988	73/756,653	11/20/1990	1,623,904	11/20/2010
SIGNATURE	Live rose plants	12/18/1996	75/215,220	11/25/1997	2,116,322	11/25/2007
MEGA BRITE	Live rose plants	6/25/1996	75/124,938	4/7/1998	2,149,747	4/7/2008
COSMIC FIESTA	Live rose plants	10/28/1996	75/188,667	7/7/1998	2,171,860	7/7/2008
GARDEN EASE	Live rose plants	11/26/1997	75/396,636	6/8/1999	2,251,998	6/8/2009
NEW GENERATION ROSES	Live rose plants	12/23/1997	75/409,850	11/10/1998	2,202,996	11/10/2008
ROSE BLANKET	live plants, namely, roses	3/31/1997	75/266,709	2/24/1998	2,139,121	2/24/2008
MOON SHADOW	Live rose plants	3/14/1996	75/072,876	6/3/1997	2,066,715	6/3/2007
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
NEW GENERATION	Live rose plants	3/11/2003	76/496,220	1/20/2004	2,806,494	1/20/2014
LEAF DESIGN	Live plants	9/17/1998	75/554,996	12/7/1999	2,299,032	12/7/2009
Brite	—	10/31/1996	75/190,697	3/30/1999	2,236,062	—
MidBrite	—	6/25/1996	75/124,942	4/28/1998	2,154,211	—

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of March 20, 2006 by GMAC Commercial Finance LLC, in its capacity as the Collateral Agent for the Secured Parties (as defined in the Trademark Security Agreement described below) (the "Collateral Agent"). All capitalized terms used but not otherwise defined herein have the meaning given to them in the Trademark Security Agreement (as defined below).

WHEREAS, Jackson & Perkins Wholesale, Inc., a Delaware corporation ("Grantor"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of June 17, 2004 and the Supplement No. 1 to Trademark Security Agreement dated as of February 25, 2005 (the "Supplement No. 1") in favor of the Collateral Agent;

WHEREAS, the Trademark Security Agreement and Supplement No. 1 granted the Collateral Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark application (the "Trademarks") including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Grantor to the Secured Parties (the "Obligations");

WHEREAS, the Collateral Agent recorded the Trademark Security Agreement on June 24, 2004 at Reel 002879, Frame 0422 in the United States Patent and Trademark Office; and

WHEREAS, all of the Obligations have been discharged and Grantor has requested that the Collateral Agent release its security interests in the Trademarks and other Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:


Effective upon receipt of the "Payoff Amount" described in that certain Payoff Letter by the Administrative Agent addressed to Bear Creek Corporation, a Delaware corporation, and other entities dated as of the date hereof, the Collateral Agent hereby, without representation, warranty or recourse, fully releases and terminates all security interests and liens and assigns to and reinvests in Grantor all of the Collateral Agent's right, title, interest, in each case granted by the Trademark Security Agreement, in and on the Trademarks and other Trademark Collateral.

The Collateral Agent further agrees, at the sole cost and expense of Grantor, to authorize or perform all necessary acts to affect the release and termination of its security interests and liens in the Trademarks and other Trademark Collateral, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GMAC COMMERCIAL FINANCE LLC,
as the Collateral Agent

By: 
Name: Daniel Maresca
Title: Director

[Signature Page to Trademark Release of Jackson & Perkins Wholesale]

SCHEDULE A
TO
RELEASE OF TRADEMARKS
SCHEDULE 1

Schedule A

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