

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Janorpot, LLC		10/22/2007	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Rabobank International - Leveraged Finance
Street Address:	Croeselaan 28
Internal Address:	PO Box 17100 (UC-Z7040)
City:	Utrecht
State/Country:	NETHERLANDS
Postal Code:	3500
Entity Type:	Limited Company: NETHERLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2647356	JANORPOT

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128788000
 Email: trademark.group@cliffordchance.com
 Correspondent Name: Steven T. Shelton
 Address Line 1: 31 West 52nd Street
 Address Line 2: Clifford Chance US LLP
 Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	80-20708822
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DOMESTIC REPRESENTATIVE

Name:

900090471

**TRADEMARK
 REEL: 003649 FRAME: 0827**

CH \$40.00 2647356

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Steven T. Shelton

Signature:

/Steven T. Shelton/

Date:

10/29/2007

Total Attachments: 3

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**SUPPLEMENT TO SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, Janorpot, LLC, an Ohio limited liability company (herein referred to as a "**Grantor**"), having an address at 3175 Gilchrist Road, Mogadore, Ohio 44260 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Grantor has entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Security Agent; and

WHEREAS, pursuant to the Security Agreement, among other things, the Grantor has granted to Security Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Security Agent of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Agent's address is:

Rabobank International - Leveraged Finance
Croeselaan 28
P.O. Box 17100 (UC-Z7040)
3500 HG Utrecht
Netherlands

Attention: Mr. Jeroen Kimmels

Telecopier No.: +31 (30) 216 1949

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of October 22 2007.

JANORPOT, LLC

By: 

Name: Allan Weinstein

Title: Manager

SECURITY AGREEMENT SUPPLEMENT (TRADEMARKS)

NYA 847517.2

TRADEMARK
REEL: 003649 FRAME: 0830

**Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT
TRADEMARKS**

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
JANORPOT Logo for "custom-made containers, namely decorative flower pots and planters"	November 5, 2002	2,647,356 (in class 21)

Annex A-1

NYA847517.2

RECORDED: 10/29/2007

**TRADEMARK
REEL: 003649 FRAME: 0831**