

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teters Floral Products, Inc.		08/27/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated, as agent		
Street Address:	551 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2565179	TETERS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	029034.0018		
NAME OF SUBMITTER:	Watt Wanapha (029034.0018)		
Signature:	/kc for ww/		
Date:	12/03/2007		

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Total Attachments: 3

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ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, the Person listed on the signature page hereof (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement, dated as of August 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Golub Capital Incorporated, as agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Assignee and the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Liabilities (as defined in the Loan and Security Agreement, dated as of August [___], 2007, among the Assignor as borrower, TFP Holdings, Inc. and the lenders time to time party thereto);

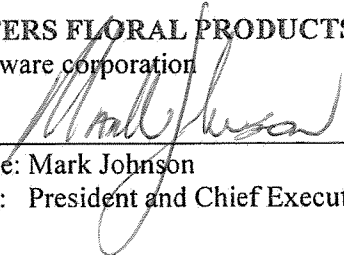
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby pledges, conveys, sells, assigns, transfers and sets over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Liabilities.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 27, 2007.

ASSIGNOR:

TETERS FLORAL PRODUCTS, INC., a
Delaware corporation

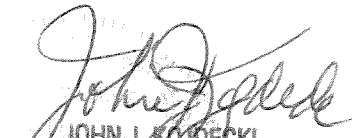
By: 
Name: Mark Johnson
Title: President and Chief Executive Officer

STATE OF Missouri

ss.:

COUNTY OF Greene

On this 27th day of August, 2007, before me personally came MARK JOHNSON, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the PRESIDENT/CEO of TETER FLORAL PRODUCTS, INC, a DELAWARE CORPORATION and that s/he executed the foregoing instrument in the firm name of TETERS FLORAL PRODUCTS INC. and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


JOHN J. KOJDECKI
Notary Public - State of Missouri
County of Greene
My Commission Expires Apr. 27, 2008

SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration Date</u>
TETERS	2565179	April 30, 2002