

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mike Costa Foliage, Inc.		12/07/2005	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Costa Nursery Farms LLC		
Street Address:	22290 SW 162nd Avenue		
City:	Goulds		
State/Country:	FLORIDA		
Postal Code:	33170		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3021462	CANELA	
CORRESPONDENCE DATA			
Fax Number:	(212)813-9600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2128131600		
Email:	lsmith@creativity-law.com		
Correspondent Name:	Laura E. Smith		
Address Line 1:	488 Madison Avenue		
Address Line 2:	Kalow & Springut LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	COSTA 026		
NAME OF SUBMITTER:	Laura E. Smith		
Signature:	/LES/		
Date:	04/08/2008		

CH 3021462 \$40.00

900103548

TRADEMARK
REEL: 003754 FRAME: 0688

Total Attachments: 4

source=canela#page1.tif

source=canela#page2.tif

source=canela#page3.tif

source=canela#page4.tif

EXECUTION COPY
~~Draft 11/21/05~~

AGREEMENT FOR SALE AND PURCHASE OF ASSETS

THIS AGREEMENT is entered into on this 7th day of ~~November~~ ^{December}, 2005, by and between MIGUEL A. COSTA ("Shareholder") and MIKE COSTA FOLIAGE, INC., a Florida corporation (the "Company" and, collectively, the "Seller") and COSTA NURSERY FARMS, LLC, a Florida limited liability company, and/or assign ("Buyer").

RECITALS

A. WHEREAS, the Company is a Florida corporation in good standing and the Shareholder is its sole shareholder.

B. WHEREAS, the Company is engaged in the business of owning and operating a tree and plant nursery (the "Business") on the Company Land (as defined below).

B. WHEREAS, The Seller desires to sell and the Buyer desires to purchase certain assets belonging to the Seller and used in the Operation of the Business.

THEREFORE, in consideration of the promises mutually exchanged in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. **AGREEMENT TO SELL**: Subject to the provisions of this Agreement, (a) the Company agrees to sell, and the Buyer agrees to buy, all assets of the Company including the land situated in Miami-Dade County, Florida as more particularly described in Exhibit A-1 (the "Company Land"), the machinery and equipment and the existing telephone numbers, clients lists, vendor lists, trade names, patents, techniques and trade secrets of the Company (collectively, the "Company Assets"); provided, however, that the Company Assets shall not include the assets described in Exhibit B (the "Excluded Assets"); and (b) the Shareholder agrees to sell, and the Buyer agrees to buy, the land situated in Miami-Dade County, Florida as more particularly described in Exhibit A-2 (the "Shareholder Land" and together with the Company Land, the "Land"). The Company Assets, Company Land, and Shareholder Land shall be hereinafter referred to collectively as the "Assets").

2.1 **PURCHASE PRICE**: The total purchase price for the Assets shall be approximately TWENTY NINE MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$29,500,000.00) DOLLARS (the "Purchase Price") as the same may be adjusted by calculation of the Purchase Price pursuant to the provisions of 2.3 below.

2.2 The Purchase Price of all the Assets shall be apportioned among the Assets as follows:

(M2331905;1)

MAC


Land and related claims	
(\$100,000 per acre for an estimated 258 acres)	\$25,800,000.00
Land Improvements and Insurance Claims associated	
With Land Improvements	\$ 2,700,000.00
Machinery and Equipment	\$ 1,000,000.00

The parties agree that they will complete and submit to the Internal Revenue Service and any relevant state and local taxing authority such documentation (including Forms 8594) as is necessary to comply with Internal Revenue Code Section 1060 and Treasury Regulations promulgated thereunder as soon as practicable after the closing. The parties agree that they shall report the allocation of the Purchase Price in a manner entirely consistent with this Section 2.2 in all tax returns and forms and in the course of any tax audit, tax review or tax litigation relating hereto. The Seller and the Buyer shall each deliver to the other a copy of the Form 8594 it files with its federal income tax return.-

2.3 Calculation of Total Purchase Price: The Purchase Price shall be adjusted prior to closing to the extent that the Land shown on the Survey to be provided by Buyer and as approved by Seller in writing is more or less than 258 "net acres." For each acre of land by which the Land is more or less than 258 "net acres," the Purchase Price shall be adjusted up or down, as applicable, by ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00). The calculation of acres shall be shown on the Survey. For purposes of this Agreement, in the calculation of "net acres" only dedicated, but not zoned rights of way shall be excluded


2.4 GOODWILL: The parties hereby agree that there is no goodwill being transferred as a result of this transaction.

2.5 COVENANT NOT TO COMPETE: The Buyer and Seller agree that the Purchase Price includes the covenant not to compete set forth in the employment agreement to be executed by the Shareholder at the Closing (the "Employment Agreement").

3. PAYMENT OF PURCHASE PRICE: The purchase price shall be paid as follows:

A. As a good faith deposit (the "Deposit"), the Buyer shall deposit the sum of One Thousand and 00/100 (\$1,000.00) Dollars with the Escrow Agent within three (3) business days of the signing of this Agreement by both Buyer and Seller.

B. As further consideration for the transaction, the Company acknowledges that the Buyer will pay to the Company in a related transaction the sum of Seven Million Three Hundred Thousand and 00/100 (\$7,300,000.00) representing consideration for the Company's sale of inventory to the Buyer (the "Inventory Payment"). Seller acknowledges that said Inventory Payment and the related transaction is considered additional consideration for this Agreement; provided, however, that the Buyer and Seller agree that

MAC


such Inventory Payment shall not be a credit to the Purchase Price payable by the Buyer in this transaction.

C. The Purchase Price less the Deposit, subject to prorations and adjustments provided for herein, shall be payable by Buyer by delivery to Seller of a first purchase money note (the "Note") executed by Buyer in favor of Seller at the Closing. The Note will be secured by a mortgage (the "Mortgage") on the Land as well as a security agreement (the "Security Agreement") executed by Buyer in favor of Seller. The Note, Mortgage, and Security Agreement each will be in a form acceptable to Seller and will be in form and content similar to commercial institutional mortgages used in Miami-Dade County. The Note and Mortgage shall provide for payments of interest only and shall provide for a balloon payment five (5) years from the date of the Closing. The Note shall bear interest at the rate of three (3%) percent per annum for the first year of the note; thereafter interest shall accrue at the rate of six (6%) percent per annum for the remaining four years. The Note shall provide for a payment of principal in the amount of \$3,000,000.00 on or before October 1, 2006 and the Note and Mortgage shall contain release provision allowing for the release of acreage in exchange for a payment made to the Seller in an amount equal to the outstanding principal amount (including all interest accrued thereon) of the Note and Mortgage divided by the acreage encumbered by the mortgage and multiplied by the number of acres to be released. The Note may be prepaid in part or in whole at any time without penalty.

4. CLOSING: The closing of the transactions contemplated by this Agreement (the "Closing") shall be held on January 6, 2006, unless extended by written agreement of the parties or by the terms of this Agreement. Closing shall be at the office of the Buyer's attorney. The transaction shall have an effective date as of October 31, 2005 (the "Effective Date"); therefore, all assets and income generated by the Business after the Effective Date (other than income arising from the sale of the Assets pursuant to this Agreement) shall accrue for the benefit of Buyer who shall be responsible for expenses and liabilities of the Business incurred after the Effective Date, including taxes (other than taxes arising from the sale of the Assets pursuant to this Agreement). For purposes of allocating income, expenses, and liabilities (other than arising from the sale of the Assets and other than as provided in Section 6.6) to periods before and after the Effective Date, the Company shall be treated as if it closed its books as of the Effective Date.

5. [RESERVED]

6. CLOSING PROCEDURE:

6.1 DOCUMENTS: At the Closing, the parties hereto will execute and deliver the following documents:

(a) with respect to the Company Assets, the Company shall execute and deliver a warranty deed, a bill of sale, a general assignment agreement, an owner's title affidavit and such other documents as may reasonably be requested by Buyer to convey the Company Assets;

{M2331905;1}



(b) with respect to the Shareholder Land, the Shareholder shall execute and deliver a warranty deed, a bill of sale, a general assignment agreement, an owner's title affidavit and such other documents as may reasonably be requested by Buyer to convey the Shareholder Land;

(c) the Buyer shall execute and deliver to the Seller the Note, Mortgage and Security Agreement;

(d) the Buyer and the Shareholder shall execute and deliver to the other the Employment Agreement;

(e) the Buyer and Jesper Kanold shall execute and deliver to the other an employment agreement;

(e) the Buyer and the Shareholder shall execute and deliver the MC Lease;

(f) the Buyer shall deliver to the Seller a resale exemption certificate in a form acceptable to Seller;

(g) the Buyer, the Seller and the Escrow Agent shall execute and deliver the Escrow Agreement; and

(h) the Buyer and Seller shall execute and deliver corporate resolutions approving the transactions contemplated by this Agreement and such other documents as the other party may reasonably request to effectuate the closing of the transactions contemplated by this Agreement.

6.2 COSTS: Seller will pay taxes on the deed and recording fees for documents needed to cure title pursuant to Section 6.3; certified confirmed and ratified special assessments liens; and the title search and exam fee at cost. Buyer will pay taxes and recording fees on the Note and Mortgage and any other Seller financing documents required to be recorded, and recording fees on the deed and financing statements; pending special assessment liens; owner's and mortgagee title insurance policies; inspections; survey; insurance; the costs of its counsel and other consultants; and all other costs associated with its financing.

6.3 TITLE EVIDENCE: Title evidence will show legal access to and marketable title of record in Seller in accordance with current title standards adopted by The Florida Bar, subject only to the Permitted Exceptions (as defined below). Seller will, within (5) days from date of this Agreement, deliver to Buyer as Evidence of Title all prior owners title insurance policies, to the extent that Seller has such owners title insurance policies. Buyer shall order within 5 days from the date of this Agreement a Title Insurance Commitment (the "Title Commitment") from a Title Insurance Company of Buyer's choice. If, upon examination of the Title Insurance Commitment, title is found to be legally

(M2331905;1)

4

