

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
Carolina Nurseries, Inc.		03/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ZZ Acquisitions, LLC
Street Address:	4838 Jenkins Avenue
City:	North Charleston
State/Country:	SOUTH CAROLINA
Postal Code:	29405
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	78933243	HISTORIC BOTANICAL COLLECTION
Registration Number:	3242332	PLANTS THAT WORK BRING ON THE HEAT
Registration Number:	3247243	TWICE AS NICE
Registration Number:	3247238	PLANTS THAT WORK
Serial Number:	78483928	BILL WALLACE
Registration Number:	3136828	MOJO
Registration Number:	3556599	PLANTS THAT WORK IN NOOKS & CRANNIES
Serial Number:	77228083	FIZZ
Serial Number:	77559743	PLANTS THAT WORK FOR THE PLANET
Serial Number:	77548899	THE GREENER THINGS IN LIFE
Serial Number:	77545158	PLANTS THAT WORK IN THE KITCHEN
Registration Number:	3547649	REGALINA
Registration Number:	3544147	PLANTS THAT WORK GARDEN SENSATIONS
Registration Number:	3531889	BABYBINI

OP \$1015.00 78933243

Registration Number:	3528528	GOLDEN TOUCH
Registration Number:	3517570	PLANTS THAT WORK BY COLOR
Registration Number:	3517567	CLOUD DANCER
Registration Number:	3517566	FIRE DANCER
Registration Number:	3517563	BEDAZZLE
Registration Number:	3517562	BREEZEE
Registration Number:	3517561	SUMMER RADIANCE
Serial Number:	77228074	BENGAL
Registration Number:	3513813	MYSTICAL
Registration Number:	3513632	ARCELIA
Registration Number:	3513631	OOPS-A-DAISY
Registration Number:	3513630	KAROO
Registration Number:	3513629	DORIS DAISY
Serial Number:	77575760	AUGUSTA GREEN
Serial Number:	77559738	CANDY STORE
Serial Number:	77298750	OCTOBER MAGIC
Serial Number:	77541535	CHINESE BUTTERFLY
Registration Number:	3430871	CAROLINA NURSERIES
Registration Number:	2989864	SHADY LADY
Registration Number:	3578821	CAROLINA LANDSCAPE SUPPLY
Registration Number:	2727680	TWICE AS NICE
Registration Number:	2666410	PICK UP AND GROW.
Registration Number:	2719297	EXPERIENCE THE SPLENDOR
Registration Number:	2500930	PLANTS THAT WORK
Registration Number:	2445607	PLANTS THAT WORK
Registration Number:	1943792	CAROLINA NURSERIES

CORRESPONDENCE DATA

Fax Number: (919)834-4564
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-828-0564
Email: trademarks@parkerpoe.com
Correspondent Name: Arthur J. DeBaugh
Address Line 1: 150 Fayetteville Street
Address Line 2: Suite 1400
Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:

IN763/114050

TRADEMARK

REEL: 003947 FRAME: 0570

NAME OF SUBMITTER:	Arthur J. DeBaugh
Signature:	/Arthur J. DeBaugh/
Date:	03/06/2009
Total Attachments: 7 source=Security Interest#page1.tif source=Security Interest#page2.tif source=Security Interest#page3.tif source=Security Interest#page4.tif source=Security Interest#page5.tif source=Security Interest#page6.tif source=Security Interest#page7.tif	

COLLATERAL ASSIGNMENT AGREEMENT
(PATENTS, TRADEMARKS AND LICENSES)

THIS COLLATERAL ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 5th day of March, 2009, by and among CAROLINA NURSERIES, INC., a Delaware corporation (the "Borrower") and ZZ ACQUISITIONS, LLC, a Delaware limited liability company (the "Lender").

WHEREAS Borrower makes this Agreement for the purpose of securing the payment and performance of all obligations of Borrower (a) arising under that certain Loan Agreement (the "Loan Agreement") dated of even date herewith between Borrower and Lender which provides for extensions of credit in an aggregate principal amount not to exceed Twelve Million and 00/100 Dollars (\$12,000,000.00), and (b) under the other Loan Documents (as defined in the Loan Agreement) (collectively, the "Secured Obligations"); and

WHEREAS capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement;

NOW, THEREFORE, in consideration of the Loans, Notes and other advances or grants of credit (including any loan or advance or grant of credit by renewal or extension) hereafter made to the Borrower by the Lender and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As security for the payment of all Loans and other Secured Obligations now or hereafter made by the Lender to the Borrower hereunder, and as security for the payment, performance or other satisfaction of all other liabilities or obligations owed by Borrower to Lender, the Borrower hereby grants to the Lender, a continuing first priority security interest in and lien on all general intangibles now owned or controlled by Borrower, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions, including those certain patents shown on Exhibit "A" hereto; (ii) all inventions, discoveries, and research and development; (iii) all trademarks, service marks, slogans, company names, and trade names, including those certain trademarks, service marks and trade names also shown on Exhibit "A" hereto; (iv) all logos, copyrights, and literary rights; (v) all computer software programs; (vi) all domain names and websites; (vii) telephone numbers and Internet protocol addresses; (viii) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems; (ix) all of Borrower's rights in and to all license agreements to which Borrower is a party and all licenses owned or controlled by Borrower (provided this assignment of licenses shall not be effective as to any license(s) to the extent it is prohibited by the applicable license agreement as existing on the date hereof); and (x) all registrations and applications for any of the preceding (collectively, the "Intellectual Property Rights"). The Intellectual Property Rights shall include all goodwill connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.
2. A purpose of this Agreement is to register the security interest in the Intellectual Property Rights granted to Lender with the United States Patent and Trademark Office ("PTO") and other similar foreign offices. The party filing this Agreement with the PTO shall (a) complete accurately, and include as part of such filing, the PTO's applicable "Recordation Form Cover Sheets" and shall indicate on such cover sheets that the nature of the conveyance is a "Security Agreement"; (b)

provide the other party with copies of such filing; and (c) pay all applicable filing fees. The cost of the preparation and recording of all such documents shall be the sole expense of Borrower.

3. Upon the occurrence of an Event of Default under the Loan Agreement or with respect to the Secured Obligations, Borrower hereby irrevocably constitutes and appoints the Lender as the Borrower's attorney-in-fact for purposes of filing or recording in all appropriate offices or records the Assignment of Patents, Trademarks and Licenses executed by Borrower and attached hereto as Exhibit "B".
4. Borrower agrees at Borrower's expense to execute all documents and assist in all proceedings to perfect, register or record the rights of the Lender to the Intellectual Property Rights as Lender may reasonably deem appropriate.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. To the extent that the Lender has greater rights or remedies under federal law, this paragraph shall not be deemed to deprive the Lender of such rights and remedies as may be available under federal law. Borrower hereby irrevocably submits generally and unconditionally for itself and in respect of its property, including the Intellectual Property Rights, to the jurisdiction and venue of any state court or any United States federal court sitting in the State of South Carolina, over any suit, action or proceeding arising out of or relating to the Loan Documents. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection that Borrower may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Nothing herein shall affect the right of Lender to serve process in any manner permitted by law or limit the right of Lender to bring proceedings against Borrower in any other court or jurisdiction.
6. In the event that any provision of this Agreement shall be construed to conflict with a provision of the Loan Agreement, the provision in the Loan Agreement shall be deemed controlling.
7. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

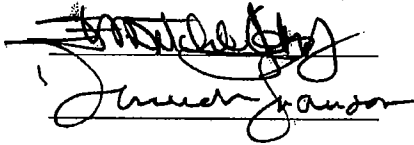
[Signatures pages follow]

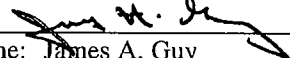
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BORROWER:

WITNESSES:

CAROLINA NURSERIES, INC., a Delaware corporation

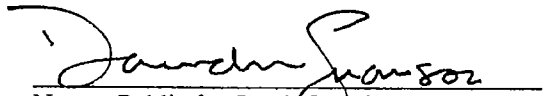

James A. Guy

By: 
Name: James A. Guy
Its: President

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 5th day of March 2009, by James A. Guy as President of Carolina Nurseries, Inc., a Delaware corporation.


Notary Public for South Carolina,
My Commission Expires: 10/12/10

(NOTARIAL SEAL)

LENDER:

WITNESSES:

ZZ ACQUISITIONS, LLC, a Delaware limited liability company

[Handwritten Signature]
[Handwritten Signature]

By: [Handwritten Signature]
Name: M. Jerry Garfinkle
Its: Senior Vice President

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 5th day of March 2009, by M. Jerry Garfinkle as Senior Vice President of ZZ Acquisitions, LLC, a Delaware limited liability company.

[Handwritten Signature]

Notary Public for South Carolina
My Commission Expires: _____

~~My Commission Expires February 14, 2012~~

(NOTARIAL SEAL)

EXHIBIT "A"

Patents, Trademarks and Licenses

See Attached.

TRADEMARKS

MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
HISTORIC BOTANICAL COLLECTION	78933243	07/19/2006		
PLANTS THAT WORK BRING ON THE HEAT	78933867	07/20/2006	3242332	05/15/2007
TWICE AS NICE	78933155	07/19/2006	3247243	05/29/2007
PLANTS THAT WORK	78933040	07/19/2006	3247238	05/29/2007
BILL WALLACE	78483928	09/15/2004		
MOJO	78483885	09/15/2004	3136828	08/29/2006
PLANTS THAT WORK IN NOOKS & CRANNIES	77460308	04/29/2008	3556599	01/06/2009
FIZZ	77228083	07/12/2007		
PLANTS THAT WORK FOR THE PLANET	77559743	09/01/2008		
THE GREENER THINGS IN LIFE	77548899	08/17/2008		
PLANTS THAT WORK IN THE KITCHEN	77545158	08/12/2008		
REGALINA	77228023	07/12/2007	3547649	12/16/2008
PLANTS THAT WORK GARDEN SENSATIONS	77089165	01/23/2007	3544147	12/09/2008
BABYBINI	77228066	07/12/2007	3531889	11/11/2008
GOLDEN TOUCH	77228062	07/12/2007	3528528	11/04/2008
PLANTS THAT WORK BY COLOR	77228146	07/12/2007	3517570	10/14/2008
CLOUD DANCER	77228044	07/12/2007	3517567	10/14/2008
FIRE DANCER	77228037	07/12/2007	3517566	10/14/2008
BEDAZZLE	77227992	07/12/2007	3517563	10/14/2008
BREEZEE	77227982	07/12/2007	3517562	10/14/2008
SUMMER RADIANCE	77227969	07/12/2007	3517561	10/14/2008
BENGAL	77228074	07/12/2007		
MYSTICAL	77290002	09/27/2007	3513813	10/07/2008
ARCELIA	77228121	07/12/2007	3513632	10/07/2008
OOPS-A-DAISY	77228105	07/12/2007	3513631	10/07/2008
KAROO	77228050	07/12/2007	3513630	10/07/2008

MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
DORIS DAISY	77228008	07/12/2007	3513629	10/07/2008
AUGUSTA GREEN	77575760	09/22/2008		
CANDY STORE	77559738	09/01/2008		
OCTOBER MAGIC	77298750	10/08/2007		
CHINESE BUTTERFLY	77541535	08/07/2008		
CAROLINA NURSERIES	77281591	09/17/2007	3430871	05/20/2008
SHADY LADY	75676744	04/06/1999	2989864	08/30/2005
CAROLINA LANDSCAPE SUPPLY	77368043	01/09/2008	3578821	02/24/2009
TWICE AS NICE	76149175	10/18/2000	2727680	06/17/2003
PICK UP AND GROW	76379376	03/06/2002	2666410	12/24/2002
EXPERIENCE THE SPLENDOR	76440038	08/09/2002	2719297	05/27/2003
PLANTS THAT WORK	75863313	12/03/1999	2500930	10/23/2001
PLANTS THAT WORK	75670875	03/30/1999	2445607	04/24/2001
CAROLINA NURSERIES	74585894	10/14/1994	1943792	12/26/1995

PATENT APPLICATIONS

MARK	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE
Pittosporum plant named 'CNI Three'	11/041,617	01/22/2005	PP16188	01/03/2006
Loropetalum plant named 'Bill Wallace'	10/743,108	12/22/2003	PP15277	10/26/2004