

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Weeks Wholesale Rose Grower		06/05/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Harris N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	76588179	PRETTY LADY	
Serial Number:	78921397	HOME RUN	
Serial Number:	77558415	EASY DOES IT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1575513		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 76588179

900136098

**TRADEMARK**  
**REEL: 004002 FRAME: 0888**

Signature:	/richard kalwa/
Date:	06/11/2009
Total Attachments: 4 source=2637314#page1.tif source=2637314#page2.tif source=2637314#page3.tif source=2637314#page4.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 5th day of June, 2009, Weeks Wholesale Rose Grower, a California corporation ("*Debtor*") with its mailing address at 430 East 19th Street, Upland, California 91784, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, as agent for itself and certain other lenders under the Amended and Restated Security Agreement as hereinafter defined (acting in such capacity and any successor or successors acting in such capacity, the "*Secured Party*"), and grants to the Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor and its affiliates as set out in that certain Amended and Restated Security Agreement dated as of September 30, 2005 between International Garden Products, Inc., the Debtor, certain other parties thereto under the heading "Debtors", and the Secured Party, acting as agent for the Secured Creditors therein identified (such Amended and Restated Security Agreement as amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

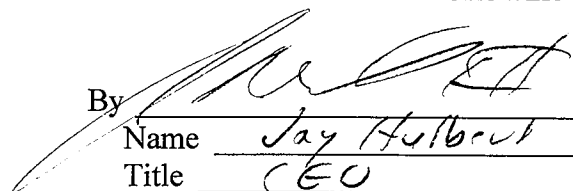
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WEEKS WHOLESALE ROSE GROWER

By   
Name Jay Hulbert  
Title CEO

HARRIS N.A., as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

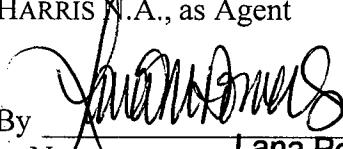
trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WEEKS WHOLESALE ROSE GROWER

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

HARRIS N.A., as Agent

By  \_\_\_\_\_  
Name **Lana Powers**  
Title **Vice President**

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

None.

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>Mark/Title</b>	<b>Application Number</b>	<b>Application Date</b>
Pretty Lady	76/588,179	04/22/04
Home Run	78/921,397	05/08/07
Easy Does It	77/558,415	pending