

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
Monrovia Nursery Company		06/26/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	350 South Beverly Drive, Suite 200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	77403778	BRIGHT 'N TIGHT
Registration Number:	2515934	
Registration Number:	2909399	
Registration Number:	3212210	
Serial Number:	77344547	DISTINCTIVELY BETTER
Registration Number:	2894902	DOUBLE SHOT
Registration Number:	3594100	EMERALD WAVE
Serial Number:	77591291	EXTRAORDINARY GARDENING MADE EASY
Serial Number:	77591383	EXTRAORDINARY MADE EASY
Registration Number:	3094063	FALL FAVORITES
Registration Number:	3430943	GOLDEN JACKPOT
Registration Number:	2901381	GREEN TOWER
Registration Number:	3518025	GUARDIAN
Registration Number:	3177157	LITTLEONE

CH \$790.00 77403778

900138621

**TRADEMARK
 REEL: 004024 FRAME: 0498**

Registration Number:	3229289	MAGICAL
Registration Number:	3539474	MIDGEE
Serial Number:	77344537	MONROVIA
Serial Number:	77344538	MONROVIA ORGANICS
Serial Number:	77344552	MONROVIA ORGANICS
Serial Number:	77344560	MONROVIA
Serial Number:	77519105	NEW & EXCEPTIONAL
Serial Number:	77672764	PLANT SAVVY
Serial Number:	77591507	PLANT SAVVY
Registration Number:	2947092	RED DRAGON
Registration Number:	3461970	SEA OF GOLD
Serial Number:	76039445	SOFT WRAP
Serial Number:	77634348	SOUTHERN MOON
Registration Number:	2994035	SUNSATIA
Registration Number:	3107538	SUPER ONE
Registration Number:	3266871	TABLETOP TOPIARIES
Registration Number:	3393301	TROPICAL TREASURES

CORRESPONDENCE DATA

Fax Number: (310)277-4730
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (310) 284-6106
Email: jsbrown@mwe.com
Correspondent Name: Kristine M. Suh, Esq.
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 2049 Century Park East, Suite 3800
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082892-0035
NAME OF SUBMITTER:	Kristine M. Suh
Signature:	/Kristine M. Suh/
Date:	07/14/2009

Total Attachments: 11
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**FIRST AMENDMENT TO PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("First Amendment") is made as of June 26, 2009, by and among MONROVIA NURSERY COMPANY, a California corporation ("MNC"), MONROVIA NURSERY OF NORTH CAROLINA, LLC, a Delaware limited liability company ("Nursery"), HORTICULTURAL FARMS, INC., a Georgia corporation ("Farms"), MONROVIA GROWERS COMPANY, a California corporation ("Growers"), WIGHT NURSERIES, INC., a Georgia corporation ("Wight"), and BERRYHILL NURSERY, INC., a Georgia corporation ("Berryhill"); Berryhill, MNC, Nursery, Farms, Growers and Wight are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor", and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as the same may from time to time be further amended, modified or supplemented, collectively, the "Credit Agreement"), by and among Grantors, the other credit parties party thereto, Lenders, and Agent, which amends and restates and supersedes in its entirety the Credit Agreement dated as of June 30, 2004 (as amended to date, the "Original Credit Agreement"), Agent and Lenders have agreed to continue to make certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. Agent and Grantors are also parties to that certain Patent, Trademark and Copyright Security Agreement dated as of June 30, 2004 (as the same may from time to time be further amended, modified or supplemented, collectively, the "IP Security Agreement"), pursuant to which, among other things, each Grantor granted to Agent, for the benefit of Agent and the lenders thereunder, a security interest in its intellectual property to secure its Obligations under the Original Credit Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

C. Grantors and Agent are entering into this First Amendment in order to reaffirm and continue in effect the Liens granted by Grantors under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this First Amendment.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Supplement to IP Security Agreement. Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.

2. Acknowledgment and Confirmation of Security Interest. Each Grantor hereby confirms and ratifies its prior assignment and grant to Agent, for the benefit of Agents and Lenders, a

continuing, first priority security interest in all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral, subject, as to priority, only to Permitted Encumbrances.

3. Conditions to Effectiveness. This First Amendment shall become effective as of the date hereof when Agent has received executed counterparts of this First Amendment.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Agent that this First Amendment, the IP Security Agreement (as amended hereby), the Credit Agreement and the other Loan Documents constitute the legal, valid and binding obligations of such Grantor, enforceable against such Grantor in accordance with their respective terms.

5. Ratification. Except as specifically modified by this First Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon each Grantor and Agent, and all provisions of the IP Security Agreement shall remain in full force and effect, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar law. Each Grantor expressly ratifies and affirms its obligations to Agent under the IP Security Agreement, the Credit Agreement and the other Loan Documents.

6. Miscellaneous.

(a) Complete Agreement. This First Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This First Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the IP Security Agreement shall remain in full force and effect.

(b) Recitals. The recitals to this First Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This First Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(d) Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(e) No Novation. Except as specifically set forth in this First Amendment, the execution, delivery and effectiveness of this First Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Agent under the Credit Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Credit Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

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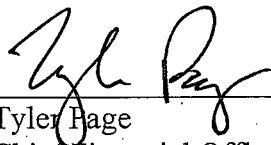
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

“Borrowers”

MONROVIA NURSERY COMPANY
HORTICULTURAL FARMS, INC.
MONROVIA GROWERS COMPANY
WIGHT NURSERIES, INC.
BERRYHILL NURSERY, INC.


MONROVIA NURSERY OF NORTH
CAROLINA, LLC
By: MONROVIA NURSERY COMPANY,
its Sole Member

By: 
Tyler Page
Chief Financial Officer

By: 
Tyler Page
Chief Financial Officer

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Eric Watson
Its Duly Authorized Signatory

**SUPPLEMENT I
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

[See Attached]

SCHEDULE I
TO
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

Monrovia Nursery Company

Title	Patent No.	Issue Date
Clivia Miniata cv. Monya	PP6205	6/21/88
Hibiscus rosa-sinensis cv. Monora	PP6473	12/20/88
Lantana sellowiana cv. Monswee	PP7626	8/20/91
Raphiolepis indica variety named 'Conda'	PP9056	2/14/95
Argyranthemum frutescens 'Carmella'	PP10721	12/15/98
Argyranthemum frutescens cultivar named 'Primrose Petite'	PP10722	12/15/98
Lantana plant named 'Mongen'	PP10890	05/11/99
Argyranthemum frutescens cultivar named 'Annabel'	PP10905	5/18/99
Argyranthemum frutescens cultivar named 'Gretel'	PP10920	5/25/99
Potentilla fruticosa cultivar named 'Monsidh'	PP10987	6/29/99
Buxus plant named 'Monrue'	PP15243	10/19/04
Pittosporum plant named 'Golf Ball'	PP15329	11/16/04
Mandevilla plant named 'Monproud'	PP15359	11/23/04
Apparatus and method for hybrid network access	6519651	2/11/03
Mower with vertically movable platform	6889489	5/10/05
Agapanthus orientalis plant named 'Snow Cloud'	20030182700	9/25/03
Hemerocallis hybrid named 'Malja'	20020194664	12/19/02
Plumbago auriculata named 'Monite'	20020148019	10/10/02
Agapanthus orientalis named 'Glen Avon'	20020104138	8/1/02

Monrovia Growers Company

Title	Patent No.	Issue Date
Elaeocarpus plant named 'Monproud'	PP17611	4/17/07
Lantana plant named 'Monike'	PP17612	4/17/07
Juniper plant named 'Monsan'	PP17622	4/17/07

Horticultural Farms, Inc.

None.

Wight Nurseries, Inc.

Title	Patent No.	Issue Date
Ilex.times.ataclerensis 'Wight Selection' variety	PP6978	8/8/89

Berryhill Nurseries, Inc.

None.

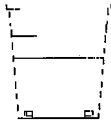




Monrovia Nursery of North Carolina, LLC



None.



(PART B)

TRADEMARKS

Monrovia Nursery Company

Federal Registered Trademarks	Registration No.	Registration Date
BRIGHT 'N TIGHT	77/403778	02/22/08
Design mark 	2515934	12/04/01
Design mark 	2909399	12/14/04
Design mark 	76/113993 [Abandoned]	08/21/00
Design mark 	3212210	02/27/07
Design mark 	78/714237 [Abandoned]	09/15/05
DISTINCTIVELY BETTER	77/344547	12/05/07
DOUBLE SHOT	2894902	10/19/04
EMERALD WAVE	3594100	03/24/09
EXTRAORDINARY GARDENING MADE EASY	77/591291	10/13/08
EXTRAORDINARY MADE EASY	77/591383	10/13/08

Federal Registered Trademarks	Registration No.	Registration Date
FALL FAVORITES	3094063	05/16/06
GOLD RUSH	77/413588 [Abandoned]	07/03/52
GOLDEN JACKPOT	3430943	05/20/08
GOLDEN SUNRISE	78/343663 [Abandoned]	12/19/03
GREEN TOWER	2901381	11/09/04
GUARDIAN	3518025	10/14/08
LITTLEONE	3177157	11/28/06
MAGICAL	3229289	04/17/07
MIDGEE	3539474	12/02/08
MIDGEE	2124056 [Cancelled]	06/10/97
MONROVIA and Design 	77/344537	12/05/07
MONROVIA ORGANICS and Design 	77/344538	12/05/07
MONROVIA ORGANICS	77/344552	12/5/07
MONROVIA	77/344560	12/05/07
NEW & EXCEPTIONAL	77/519105	07/10/08
PETITE BUTTERFLIES	76/493069 [Abandoned]	02/25/03
PLANT SAVVY	77/672764	2/18/09
PLANT SAVVY	77/591507	2/13/08
RED DRAGON	2947092	05/10/05
SEA OF GOLD	3461970	07/08/08
SOFT WRAP	76/039445	05/02/00
SOUTHERN MOON	77/634348	12/16/08
SUNSATIA	2994035	09/13/05
SUPER ONE	3107538	06/20/06
TABLETOP TOPIARIES	3266871	07/17/07
TROPICAL TREASURES	3393301	03/04/08
GOLDEN SUNRISE	110618 (California)	01/11/05
MONROVIA	102981 (California)	09/22/97

Federal Registered Trademarks	Registration No.	Registration Date
PETITE EMBERS	41925 (California)	07/29/61
PETITE ORCHID	41923 (California)	07/29/61
PETITE PINKIE	41924 (California)	07/29/61
PETITE SNOW	41927 (California)	07/29/61
TANGERINE	41907 (California)	07/29/61
MONROVIA ORGANICS and design 	1398306 (Canada)	06/05/08
MONROVIA	1398305 (Canada)	06/05/08
MONROVIA and Design  MONROVIA	1398307 (Canada)	06/05/08
Monrovia Organics	1398308 (Canada)	06/05/08

Monrovia Growers Company

None.

Horticultural Farms, Inc.

None.

Wight Nurseries, Inc.

None.

Berryhill Nurseries, Inc.

None.

Monrovia Nursery of North Carolina, LLC

None.

(PART C)

COPYRIGHTS

Monrovia Nursery Company

None.

Monrovia Growers Company

None.

Horticultural Farms, Inc.

None.

Wight Nurseries, Inc.

None.

Berryhill Nurseries, Inc.

None.

Monrovia Nursery of North Carolina, LLC

None.