

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		03/19/2010	national banking association: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Color Spot Nurseries, Inc.
Street Address:	2575 Olive Hill Road
City:	Fallbrook
State/Country:	CALIFORNIA
Postal Code:	92028
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2347525	BONITA
Registration Number:	2364959	SPOTLIGHT
Registration Number:	2300545	FIRST LADY
Registration Number:	2267711	NEON HEAT
Registration Number:	2411189	COLOR WONDERS
Registration Number:	3179157	GARDEN ACCENTS
Registration Number:	3573901	COLOR SPOT
Serial Number:	78190870	COLOR SPOT
Serial Number:	78392072	COLOR SPOT

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-201-3865  
 Email: sharon.patterson@goldbergkohn.com

**900157661**

**TRADEMARK  
 REEL: 004171 FRAME: 0545**

**OP \$240.00 2347525**

Correspondent Name: Sharon Patterson  
Address Line 1: Goldberg Kohn, 55 E Monroe St.  
Address Line 2: Ste 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2759.094
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	03/22/2010

Total Attachments: 3  
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**TRADEMARK RELEASE**

TRADEMARK RELEASE, effective as of this 19<sup>th</sup> day of March, 2010, given by WELLS FARGO BANK, NATIONAL ASSOCIATION with offices at 625 Marquette Avenue, Minneapolis, Minnesota 55479, to COLOR SPOT NURSERIES, INC., a Delaware corporation, (the "Grantor"), with principal offices at 2575 Olive Hill Road, Fallbrook, California 92028, as follows:

**W I T N E S S E T H**

WHEREAS, the Grantor has heretofore granted to the Collateral Agent, as collateral agent to the Term A Secured Parties ("Term A Collateral Agent") and collateral agent to the Term B Secured Parties ("Term B Collateral Agent" and, together with Term A Collateral Agent, the "Collateral Agent"), (each, to the extent not otherwise defined herein, as defined in that certain Amended and Restated Loan and Security Agreement, dated as of August 15, 2007, between the Collateral Agent, the Grantor, and the other guarantors party thereto (the "Loan Agreement")), security interests in all of Grantor's right, title and interest in and to Grantor's U.S. trademarks, trademark registrations and trademark applications, including but not limited to those U.S. trademarks, trademark registrations and trademark applications more particularly set forth on Schedule A attached hereto (collectively the "Trademarks") to secure the Obligations (as defined in Loan Agreement);

WHEREAS, a Patent, Trademark and License Mortgage executed by the Grantor and effecting the grant of the Trademarks was recorded in the United States Patent and Trademark Office on June 23, 2005, at Reel 003109, Frame 0647, and at Reel 003109, Frame 0668; and


WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Trademarks to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, terminates and relinquishes unto the Grantor the continuing security interests in such Grantor's right, title and interest in, to and under the Trademarks, whether then owned or thereafter acquired or arising wherever located.

\* \* \*

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused  
this instrument to be executed under seal on the date first written above.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Term A Collateral Agent and  
Term B Collateral Agent

By   
Name: Michael Pinzon  
Title: Vice President

SCHEDULE A

TRADEMARKS

<b>MARK</b>	<b>Application No.</b>	<b>Registration No.</b>
BONITA	75/376,131	2347525
SPOTLIGHT	75/376,133	2364959
FIRST LADY	75/376,420	2300545
NEON HEAT	75/376,421	2267711
COLOR WONDERS	75/551,331	2411189
GARDEN ACCENTS	78/172,316	3179157
COLOR SPOT	78/392,074	3573901
COLOR SPOT	78/190,870	n/a
COLOR SPOT	78/392,072	n/a