

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
Herbal Garden, Inc.		03/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Riverside Capital Appreciation Fund, L.P.		
Street Address:	630 Fifth Avenue		
Internal Address:	Suite 2400		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2328326	THE HERBAL GARDEN	
CORRESPONDENCE DATA			
Fax Number:	(312)782-8585		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-269-4074		
Email:	kluchesi@jonesday.com		
Correspondent Name:	Kenneth Luchesi		
Address Line 1:	77 W. Wacker Dr.		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	560255-735002		
NAME OF SUBMITTER:	Kenneth Luchesi		
Signature:	/Kenneth Luchesi/		

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**TRADEMARK
 REEL: 004188 FRAME: 0967**

Date:

04/20/2010

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered as of this 29th day of March, 2010, by **HERB THYME FARMS, INC.**, a Delaware corporation ("**Herb Thyme**"), **HERB THYME HOLDING COMPANY**, a Delaware corporation ("**Parent**"), and **HERBAL GARDEN, INC.**, a Delaware corporation ("**Herbal Garden**") (Herb Thyme, Parent and Herbal Garden, together with their successors and assigns, "**Pledgors**"), to **2003 RIVERSIDE CAPITAL APPRECIATION FUND, L.P.**, a Delaware limited partnership (the "**Sponsor**").

RECITALS:

Sponsor is entering into the Loan Agreement, as hereinafter defined, with Pledgors. Pledgors understand that Sponsor is willing to enter into the Loan Agreement and to grant such financial accommodations to Pledgors only upon certain terms and conditions, one of which is that Pledgors grant to Sponsor a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgors by the Sponsor under the Loan Agreement, as hereinafter defined, and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"**Assignment**" shall mean an Assignment in the form of Exhibit A hereto.

"**Collateral**" shall mean, collectively, all of each Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of each Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

"**Licenses**" shall mean any license agreement of a Pledgor with any other party, whether such Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgors and now or hereafter covered by such licenses.

"**Loan Agreement**" shall mean the Loan and Security Agreement dated as of the date hereof among the Pledgors and Sponsor, as it may from time to time be amended, restated or otherwise modified.

"**Patents**" shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on

Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world.

“**PTO**” shall mean the United States Patent and Trademark Office in Washington, D.C.

“**Trademarks**” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. In consideration of and as security for the payment or other satisfaction of all Liabilities, each Pledgor hereby agrees that Sponsor shall at all times have, and hereby grants to Sponsor a security interest in all of the Collateral, including (without limitation) all of such Pledgor’s future Collateral, irrespective of any lack of knowledge by Sponsor of the creation or acquisition thereof.

3. Warranties and Representations. Each Pledgor represents and warrants to Sponsor that as of the date hereof:

(a) such Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) except as set forth in Schedule 7.4 of the Credit Agreement (as such Schedule may be updated pursuant to the terms of the Loan Agreement), such Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Liens, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Pledgor not to sue third Persons;

(d) such Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) such Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect;

(f) such Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed under its name on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Such Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed under its name on Schedule B. Such Pledgor further warrants that it is aware of no third party claim that any aspect of such Pledgor's present or contemplated business operations infringes or will infringe any registered trademark or registered service mark in a manner which would not reasonably be expected to have a Material Adverse Effect; and

(g) Such Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed under its name on Schedule A, attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that such Pledgor now owns, registered in the PTO, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Such Pledgor represents and warrants that it owns or is licensed to practice under all Patent registrations that it owns, uses or practices under. Such Pledgor further warrants that it is aware of no third party claim that any aspect of such Pledgor's present or contemplated business operations infringes or will infringe any patent in a manner which would not reasonably be expected to have a Material Adverse Effect.

4. Further Assignment Prohibited. Each Pledgor hereby agrees that it shall not enter into any agreement that is inconsistent with such Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of its Collateral, other than in the ordinary course of business consistent with past practice, without Sponsor's prior written consent, which shall not be unreasonably withheld. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Each Pledgor hereby grants to Sponsor and its employees and agents the right to visit any location of such Pledgor and to inspect such Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in Section 5.23 of the Credit Agreement (as such Section is incorporated by reference pursuant to Section 10(a) of the Loan Agreement).

6. Standard Patent and Trademark Use. Each Pledgor hereby agrees that it shall not knowingly use its Collateral in any manner that would jeopardize the validity or legal status thereof. Each Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Each Pledgor shall further conform its usage of any material trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

7. Event of Default.

(a) Each Pledgor expressly acknowledges that Sponsor may record this Agreement with the PTO. Contemporaneously herewith, each Pledgor shall also execute and deliver to Sponsor the Assignment, which Assignment shall have no force and effect and shall be held by Sponsor, in escrow, until the occurrence of and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default (unless such Event of Default has been cured or waived prior to Sponsor providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Sponsor in the form attached as Exhibit A and upon written notice from Sponsor to Pledgors and thereafter Sponsor may, in its sole discretion, record the Assignment with the PTO.

(b) If an Event of Default shall occur, each Pledgor irrevocably authorizes and empowers Sponsor to terminate such Pledgor's use of its Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Sponsor may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that any Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Sponsor shall apply such proceeds against payment of the Liabilities. Any remainder of the proceeds, after payment in full of the Liabilities, shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Pledgors at least ten (10) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Sponsor may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Liabilities have been irrevocably paid in full and the Loan Agreement terminated and not replaced by any other credit facility with Sponsor, this Agreement shall terminate and Sponsor shall, upon Pledgors' request, execute and deliver to Pledgors, at Pledgors' expense, all deeds, assignments, and other instruments as Pledgors shall reasonably request to evidence the release of Sponsor's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Sponsor pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25 and 26 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Each Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve its Collateral, provided that no Pledgor shall not be obligated to maintain any of its Collateral in the event such Pledgor determines, in the reasonable business judgment of such Pledgor, that the maintenance of such Collateral is no longer material to such Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Sponsor in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any material taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgors, within ten (10) days of demand by Sponsor, and, until so paid after such demand, shall be added to the principal amount of the Liabilities.

10. Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Sponsor in writing, and unless a Pledgor determines in its reasonable business judgment that the maintenance of such Collateral is no longer necessary, each Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in its Collateral, including, but not limited to, payment of any maintenance fees. Any reasonable expenses incurred by Sponsor in connection with the Collateral shall be borne by Pledgors. No Pledgor shall not abandon any Collateral without the prior written consent of Sponsor, unless such abandonment would not reasonably be expected to result in a Material Adverse Effect with respect to the applicable Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Sponsor's Rights to Enforce. Each Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect its Collateral. Sponsor shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgors shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Sponsor for all damages, reasonable costs and expenses, including reasonable attorneys' fees incurred by Sponsor in connection with the provisions of this Section 11, in the event Sponsor elect to join in any such action commenced by any Pledgor.

12. Power of Attorney. Each Pledgor hereby authorizes and empowers Sponsor to make, constitute and appoint any officer or agent of Sponsor as Sponsor may select, in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Sponsor to use such Pledgor's Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Sponsor to assign, pledge, convey or otherwise transfer title in or dispose of such Collateral, together with associated goodwill to a third party or

parties. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Sponsor's Right to Perform Obligations. If any Pledgor materially fails to comply with any of its obligations under this Agreement, Sponsor may, after reasonable notice to such Pledgor, but is not obligated to, do so in such Pledgor's name or in Sponsor's name, but at Pledgors' expense, and Pledgors hereby agree to reimburse Sponsor on demand in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Sponsor in protecting, defending and maintaining the Collateral.

14. Additional Documents. Each Pledgor shall, upon written request of Sponsor, enter into such additional documents or instruments as may be reasonably required by Sponsor in order to effectuate, evidence or perfect Sponsor's interests in such Pledgor's Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Liabilities shall have been satisfied in full, any Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and such Pledgor shall give Sponsor prompt written notice thereof.

16. Modification for New Collateral. Each Pledgor hereby authorizes Sponsor to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Sponsor's request, each Pledgor shall execute any documents or instruments reasonably required by Sponsor in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of any Pledgor. Each Pledgor hereby acknowledges that Sponsor may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between any Pledgor and Sponsor, nor any failure to exercise, nor any delay in exercising, on the part of Sponsor, any right, power or privilege hereunder or under the Loan Agreement or any of the Other Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Sponsor with respect to the Collateral, whether established hereby or by the Loan Agreement or the Other Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgors and Sponsor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Loan Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that no Pledgor may assign any of its rights or duties hereunder without the prior written consent of Sponsor. Any attempted assignment or transfer without the prior written consent of Sponsor shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to it, addressed to it at the address specified on Exhibit C to the Loan Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

23. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Each Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Sponsor Loan Document or any Related Writing, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Each Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Each Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

24. Indemnity: Administration and Enforcement. Pledgors will reimburse Sponsor on demand from time to time for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by Sponsor in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgors, at the rate per annum set forth in Section 3(b) of the Loan Agreement.

25. Unconditional and Continuing Security Interest. Pledgors' obligations under this Agreement and the granting of a security interest to Sponsor pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Liabilities (other than contingent obligations for which no claims have been asserted) shall have been paid in full, regardless of the lapse of time, regardless of the fact that

there may be a time or times when no Liabilities are outstanding, regardless of any act, omission, or course of dealing whatever on the part of Sponsor and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Liabilities for purposes of this Agreement, nor Pledgors obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Sponsor of any credit to any Obligor, whether or not liability therefor constitutes Liabilities, or any failure or refusal of Sponsor to grant any other credit to any Obligor even if Sponsor thereby breaches any duty to Pledgors or any other Person,

(b) the application by Sponsor of credits, payments, or proceeds to any portion of the Liabilities,

(c) any extension, renewal, or refinancing of the Liabilities in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Loan Agreement or any Other Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Loan Agreement),

(e) any acceptance of security for or any other Obligor on the Liabilities or any part thereof, or any release of any security or other Obligor, whether or not Sponsor receives consideration for the release,

(f) any discharge of the Liabilities in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Sponsor to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Sponsor in respect of the Liabilities or any part thereof or any security therefor,

(h) any failure to give Pledgors notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgors or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability, of the Liabilities or any part thereof or of the Loan Agreement or any Other Document.


26. No Setoff; Rights Against Other Obligors. Each Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of such Pledgor under this Agreement against any claim or right of such Pledgor against Sponsor, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Liabilities shall have been paid in full, such Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or

hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

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27. JURY TRIAL WAIVER. PLEDGORS AND SPONSOR, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG SPONSOR AND PLEDGORS, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO, THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED HERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF SPONSOR TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGORS AND SPONSOR, OR ANY OF THEM.

HERB THYME FARMS, INC.

By: 


Print Name: Matthew N. Dailey
Title: Vice President and Secretary

HERB THYME HOLDING COMPANY

By: 

Print Name: Matthew N. Dailey
Title: Vice President and Secretary

HERBAL GARDEN, INC.

By: 

Print Name: Matthew N. Dailey
Title: Vice President and Secretary

2003 RIVERSIDE CAPITAL APPRECIATION
FUND, L.P.

By: Riverside Capital Associates 2003, LLC,
its General Partner

By: _____
Print Name: Bela R. Schwartz
Title: Vice President and Secretary

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga

BEFORE ME, the undersigned authority, on this day personally appeared Matthew N. Dailey, Vice President and Secretary, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Herb Thyme Farms, Inc., Herb Thyme Holding Company, and Herbal Garden, Inc., each, a Delaware corporation, and that he executed the same as the act of each such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of March, 2010.

Michelle L. Musarra
Notary Public

MICHELLE L. MUSARRA
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Comm. Expires 11/5/10

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY SPONSOR IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF [_____], 2010 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY HERB THYME, INC., HERB THYME HOLDING COMPANY, AND HERBAL GARDEN, INC., EACH A DELAWARE CORPORATION (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, THE "PLEDGORS"), IN FAVOR 2003 RIVERSIDE CAPITAL APPRECIATION FUND, L.P. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "SPONSOR'). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SPONSOR CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT SPONSOR HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

2003 RIVERSIDE CAPITAL
APPRECIATION FUND, L.P.
By: Riverside Capital Associates 2003, LLC,
its General Partner

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, **HERB THYME FARMS, INC.**, a Delaware corporation (“**Herb Thyme**”), **HERB THYME HOLDING COMPANY**, a Delaware corporation (“**Parent**”), and **HERBAL GARDEN, INC.**, a Delaware corporation (“**Herbal Garden**”) (Herb Thyme, Parent and Herbal Garden, together with their successors and assigns, “**Pledgors**”), are the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgors have executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the “**Agreement**”) in favor of 2003 RIVERSIDE CAPITAL APPRECIATION FUND, L.P. (“**Sponsor**”), pursuant to which Pledgors have granted to Sponsor a security interest in the Collateral as security for the Liabilities, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and to the Collateral is effective as of the date of the Agreement;

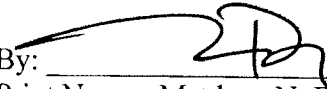
WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgors, their successors and assigns, subject to the limitations stated in the paragraph immediately following, do hereby transfer, assign and set over to Sponsor, its successors, transferees and assigns, all of their existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.


This Assignment shall be effective only upon the certification of an authorized officer of Sponsor, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Sponsor has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on March 29, 2010.

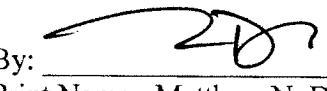
HERB THYME FARMS, INC.

By: 
Print Name: Matthew N. Dailey
Title: Vice President and Secretary

HERB THYME HOLDING COMPANY

By: 
Print Name: Matthew N. Dailey
Title: Vice President and Secretary

HERBAL GARDEN, INC.

By: 
Print Name: Matthew N. Dailey
Title: Vice President and Secretary

SCHEDULE A

PATENTS

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Date</u>	<u>Registration Number</u>
Herb Thyme Farms, Inc.	Basil plant named "Maha"	01/21/2003	PP13486
Herb Thyme Farms, Inc.	Produce package and display particularly for fresh herbs	10/31/2000	6138828
Herb Thyme Farms, Inc.	Distinct variety of basil	04/22/2003	6552247
Herb Thyme Farms, Inc.	Combination display assembly and living plant package and method of packaging same	05/07/2002	6381901

SCHEDULE B
TRADEMARKS

Part 1: Trademark Registrations

<u>Registered Owner</u>	<u>Registered Trademark</u>	<u>Date Registered</u>	<u>Registration Number</u>	<u>Country of Registration</u>
Herb Thyme Farms, Inc.	Marvini	07/06/2004	2859350	U.S.
Herb Thyme Farms, Inc.	Marvini	12/10/2003	TMA597075	Canada
Herb Thyme Farms, Inc.	Marvini	06/16/2003	002590438	CTM
Herbthyme Farms, Inc.	Herbthyme Farms	10/23/2001	2499307	U.S.
Herbal Garden, Inc.	The Herbal Garden	3/14/2000	2328326	U.S.

Part 2: U.S. State Trademark Registrations

<u>Registered Owner</u>	<u>Registered Trademark</u>	<u>Date Registered</u>	<u>Registration Number</u>	<u>State of Registration</u>
HerbThyme Farms, Inc.	HerbThyme Farms & Design	05/27/1998	103816	CA
HerbThyme Farms, Inc.	HerbThyme Farms & Design	05/26/1998	103783	CA

SCHEDULE C

LICENSES

HerbThyme Farms, Inc.

NONE

Herb Thyme Holding Company

NONE

Herbal Garden, Inc.

NONE