

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
Costa Farms, LLC		01/21/2011	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	300 South Grand Avenue, CP6-3
Internal Address:	California Plaza
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77552945	FERN STYLE DIVA
Serial Number:	85010910	GGR GLOBAL GROWER RESOURCES
Serial Number:	77931062	TGS TOTAL GROWTH SOLUTIONS
Serial Number:	77931069	TGS TOTAL GROWTH SOLUTIONS
Serial Number:	85169587	FLOWERS FOR FLORIDA
Serial Number:	85169618	FLOWERS FOR FLORIDA PLANTS THAT THRIVE IN THE FLORIDA SUN"
Registration Number:	3406221	AT THE ROOT
Registration Number:	3651655	AT THE ROOT THE BENEFITS OF INDOOR PLANTS
Registration Number:	2758784	BRIGHT IDEAS IN BLOOM
Registration Number:	3021462	CANELA
Registration Number:	3586318	COSTA FARMS
Registration Number:	3745840	DROP & GROW

CH \$540.00 77552945

900182994

TRADEMARK
 REEL: 004466 FRAME: 0256

Registration Number:	3437243	ECO EASE
Registration Number:	3314750	FLORENNIALS
Registration Number:	3672069	FROM OUR GREENHOUSE TO YOUR GREEN HOME
Registration Number:	3792279	MEET THE GROWER
Registration Number:	3795524	MEET THE GROWER
Registration Number:	3768161	O2 FOR YOU
Registration Number:	3741766	O2 FOR YOU
Registration Number:	3346269	LIVING DÉCOR
Registration Number:	3690531	SPICE OF LIFE HERBS AND VEGETABLES

CORRESPONDENCE DATA

Fax Number: (703)760-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-760-7700
Email: trademark-dc@mofo.com
Correspondent Name: Hsiao-Ting Cheng
Address Line 1: 1650 Tysons Boulevard
Address Line 2: Suite 400
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	07427-1042
NAME OF SUBMITTER:	Marisa S. Gondrez
Signature:	/Marisa S. Gondrez/
Date:	02/02/2011

Total Attachments: 9
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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 21ST day of January 2011 by and between Costa Farms, LLC, a Florida limited liability company ("Debtor"), and Bank of the West ("Bank"), as collateral agent for the Lenders.

Pursuant to a Credit Agreement dated as of the date hereof by and among the Debtor, Costa Carolina Operations, LLC, Costa Color LLC and Gardenvision, Inc., the Bank and the Lenders (the "Lenders") party thereto (as amended, extended and replaced from time to time, the "Credit Agreement"), the Lenders have agreed to extend credit to the Borrowers from time to time. As a condition precedent to the Lenders' obligation to extend credit under the Credit Agreement and as security for the payment and performance of the Obligations, the Debtor is required to execute and deliver this Security Agreement, for the purpose of granting a security interest in the Collateral, all as hereinafter provided. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

1. Grant of Security Interest. As collateral security for the payment or performance, as the case may be, of the Obligations, Debtor hereby grants a security interest to Bank in all of Debtor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks; (b) all rights to license and to use the Collateral; (c) all right (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Collateral; (e) all goodwill and general intangibles associated with the Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights and security interest of Bank, it is the intention of the parties hereto that Debtor continue to own its Collateral.

3. Representations and Warranties. Debtor hereby represents and warrants to Bank that: (a) Debtor has good and marketable title to the Collateral, and has granted to Bank a first priority perfected security interest therein; (b) Debtor is a corporation organized under the laws of Florida with a registration number of 27-1453116, and (c) Debtor's mailing address is 22290 S.W. 162 Avenue, Goulds, FL 33170.

4. Covenants. Debtor hereby agrees, at no cost or expense to Bank: (a) to do all acts that may be necessary to maintain, preserve and protect the Collateral and the first priority perfected security interest of Bank therein (other than acts which are required to be done by Bank and that Debtor shall not have an obligation to file or record this Security Agreement or any other document with the United States Patent and Trademark Office or any other filing offices); (b) not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Security Agreement or any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Debtor or affecting any of the Collateral or any contractual obligation affecting any of the Collateral; (c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral; (d) to appear in and defend any action or proceeding which may affect its title to or Bank's interest in the Collateral; (e) except for licenses in effect on the date of this Security Agreement, not sell or license any Collateral without the prior written consent of Bank (which consent shall not be unreasonably withheld); (f) to keep separate, accurate and complete records of the Collateral and to provide Bank with such records and such other reports and information relating to the Collateral as Bank may reasonably request from time to time; (g) promptly upon acquisition of rights in federally registered trademarks, to

notify Bank and cause to be executed, delivered and recorded supplements to this Security Agreement, and/or such other documents and agreements as Bank may reasonably require to establish and to maintain a first priority perfected security interest in the Collateral; (h) unless it shall reasonably and in good faith determine that such Collateral is of negligible economic value to Debtor, not (i) fail to continue to use any of the trademarks in order to maintain all of the trademarks in full force free from any claim of abandonment for non-use, (ii) fail to maintain as in the past the quality of products and services offered under all of the trademarks, (iii) fail to employ all of the trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration, (iv) adopt or use any other trademark which is confusingly similar or a colorable imitation of any of the trademarks, (v) use any of the trademarks registered with any federal or state or foreign authority except for the uses for which registration or application for registration of the trademarks has been made, or (vi) do or permit any act or knowingly omit to do any act whereby any of the trademarks may lapse or become invalid or unenforceable; (i) notify Bank immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding Debtor's ownership of any of the Collateral, its right to register the same or to keep and maintain and enforce the same; (j) not file, or suffer to be filed, an application for the registration of any trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs Bank, and upon request of Bank, executes and delivers any and all agreements, instruments, documents and papers as Bank may reasonably request to evidence Bank's security interest in such Collateral and the goodwill and general intangibles of Debtor relating thereto or represented thereby; and (k) Bank may file or record this Security Agreement with the United States Patent and Trademark Office and also may file financing statements in all locations deemed appropriate by Bank from time to time, and in connection with the filing of such financing statements, Debtor acknowledges and agrees that Bank may utilize a general description of the Collateral.

5. Collection of Collateral Payments. Upon the occurrence and during the continuance of an Event of Default, Debtor will, upon the request of Bank, Debtor will (a) notify and direct any licensee or other party who is obligated to make payments ("Collateral Payment") on the Collateral, to make payment thereof to such accounts as Bank may direct in writing and/or (b) forthwith upon receipt, transmit and deliver to Bank, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by Bank) which may be received by Debtor at any time on account of any Collateral Payment and, until delivered to Bank, such items will be held in trust for Bank and will not be commingled by Debtor with any of its other funds or property. Thereafter, Bank is hereby authorized and empowered to endorse the name of Debtor on any check, draft or other instrument for the payment of money received by Bank on account of any Collateral Payment if Bank believes such endorsement is necessary or desirable for purposes of collection. Debtor will indemnify and save harmless Bank from and against all reasonable liabilities and expenses on account of any adverse claim asserted against Bank relating to any moneys received by Bank on account of any Collateral Payment and such obligation of Debtor shall continue in effect after and notwithstanding the discharge of the Obligations and the release of the security interest granted in this Security Agreement.

6. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, unless Bank has otherwise agreed to forbear in the exercise of remedies, Bank may, without notice to or demand on Debtor and in addition to all rights and remedies available to Bank with respect to the Obligations, at law, in equity or otherwise, do any one or more of the following: (i) foreclose or otherwise enforce Bank's security interest in any manner permitted by law or provided for in this Security Agreement; (ii) sell, lease, license or otherwise dispose of any Collateral at one or more

public or private sales at Bank's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Bank may determine; (iii) recover from Debtor all costs and expenses, including, without limitation, reasonable attorneys' fees (including the allocated cost of internal counsel), incurred or paid by Bank in exercising any right, power or remedy provided by this Security Agreement; (iv) require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank; (v) enter onto property where any Collateral is located and take possession thereof with or without judicial process; (vi) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner, but in no event shall Bank be obligated to do so, and to the extent Bank deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent or technical process used by Debtor; and (iv) in connection with the disposition of any Collateral, disclaim any warranty relating to title, possession or quiet enjoyment.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Debtor shall be given five (5) Business Days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made pursuant to this Security Agreement, which notice Debtor hereby agrees shall be deemed reasonable notice thereof.

(c) Upon any sale or other disposition pursuant to this Security Agreement, Bank shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Bank) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of Debtor, and Debtor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(d) Any deficiency with respect to the Obligations exists after the disposition or liquidation of the Collateral shall be a continuing liability of Debtor to Bank and shall be immediately paid by Debtor to Bank.

(e) If any non-cash proceeds are received in connection with any sale or disposition of any Collateral, Bank shall not apply such non-cash proceeds to the Obligations unless and until such proceeds are converted to cash; provided, however, that if such non-cash proceeds are not expected on the date of receipt thereof to be converted to cash within one year after such date, Bank shall use commercially reasonable efforts to convert such non-cash proceeds to cash within such one year period.

(f) Debtor expressly waives to the extent permitted under applicable law any constitutional or other right to a judicial hearing prior to the time Bank takes possession or disposes of the Collateral.

(g) Debtor agrees that Bank may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

7. Miscellaneous. This Security Agreement shall terminate when all the Obligations arising under the Credit Agreement (other than wholly contingent indemnification obligations) then due and owing have been paid in full and the Lenders have no further commitment under the Loan Documents to lend, to issue letters of credit, or to participate in letters of credit, at which time the Bank shall execute and deliver to the Debtor, at the Debtor's expense, all reasonable documents which the Debtor shall reasonably request to evidence the termination of this Security Agreement. The rights, powers and remedies of Bank under this Security Agreement shall be in addition to all rights, powers and remedies given to Bank by virtue of any statute or rule of law or any other agreement, all of which rights, powers and remedies shall be cumulative and may be

exercised successively or concurrently without impairing Bank's security interest in the Collateral. Any delay or failure by Bank to exercise any right, power or remedy shall not constitute a waiver thereof by Bank, and no single or partial exercise by Bank of any right, power or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers or remedies. This Security Agreement and the other documents and agreements evidencing the Obligations (the "Documents") embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. All representations, warranties, covenants and agreements contained herein and in the other Documents of Debtor shall survive the termination of this Agreement and shall be effective until the Obligations are paid and performed in full or longer as expressly provided herein. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its choice of law rules. This Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

COSTA FARMS, LLC,
as a Debtor

By:  _____

Name: Jose A. Costa, III

Title: Manager

BANK OF THE WEST,
as Bank

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

COSTA FARMS, LLC,
as a Debtor

By: _____

Name: _____

Title: _____

BANK OF THE WEST,
as Bank

By:  _____

Name: **Chuck Weerasooriya** _____

Title: **Senior Vice President** _____

SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)

PENDING TRADEMARK APPLICATIONS

WORD/MARK	SERIAL NUMBER	FILING DATE	REGISTRATION DATE	REGISTRATION NUMBER
FERN STYLE DIVA	77/552,945	08/21/2008	N/A	N/A
GGR GLOBAL GROWER RESOURCES	85/010,910	04/09/2010	N/A	N/A
TGS TOTAL GROWTH SOLUTIONS	77/931,062	02/09/2010	N/A	N/A
TGS TOTAL GROWTH SOLUTIONS and Design	77/931,069	02/09/2010	N/A	N/A
FLOWERS FOR FLORIDA	85/169,587	11/04/2010	N/A	N/A
FLOWERS FOR FLORIDA THAT THRIVE IN THE FLORIDA SUN and Design	85/169,618	11/04/2010	N/A	N/A

REGISTERED TRADEMARKS

WORD/MARK	SERIAL NUMBER	FILING DATE	REGISTRATION DATE	REGISTRATION NUMBER
AT THE ROOT	77,105,976	02/13/2007	04/01/2008	3,406,221
AT THE ROOT THE BENEFITS OF INDOOR PLANTS and Design	77/105,970	02/13/2007	07/07/2009	3,651,655
BRIGHT IDEAS IN BLOOM	76/485,359	01/27/2003	09/02/2003	2,758,784
CANELA	76/547,753	09/29/2003	11/29/2005	3,021,462
COSTA FARMS and Design	77/529,591	07/23/2008	03/10/2009	3,586,318
DROP & GROW and Design	77/544,222	08/11/2008	02/09/2010	3,745,840
ECO EASE	77/140,206	03/26/2007	05/27/2008	3,437,243
FLORENNIALS	78/925,964	07/10/2006	10/16/2007	3,314,750

ny-957917

WORD/MARK	SERIAL NUMBER	FILING DATE	REGISTRATION DATE	REGISTRATION NUMBER
FROM OUR GREENHOUSE TO YOUR GREEN HOME	77/602,204	10/28/2008	08/25/2009	3,672,069
MEET THE GROWER	77/740,810	05/20/2009	05/25/2010	3,792,279
MEET THE GROWER and Design	77/740,815	05/20/2009	06/01/2010	3,795,524
O2 FOR YOU and Design	77/430,462	03/25/2008	03/30/2010	3,768,161
O2 FOR YOU	77/631,625	12/11/2008	01/26/2010	3,741,766
LIVING DÉCOR	78/938,637	07/27/2006	11/27/2007	3,346,269
SPICE OF LIFE HERBS AND VEGETABLES	77/621,791	11/25/2008	09/29/2009	3,690,531

STATE OF Florida

COUNTY OF Miami-Dade

On 1/21/11 before me, Miriam Acosta
personally

(insert name and title of the officer),

appeared Jose A. Costa, III, Manager of Costa Farms, LLC

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Miriam Acosta

Signature of

(Seal)



ny-957917