

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE BUSINESS FINANCIAL SERVICES INC., AS EXISTING AGENT	FORMERLY Merrill Lynch Capital, as Agent	11/03/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MANAGEMENT LLC, AS SUCCESSOR AGENT		
Street Address:	551 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1349846	NATURAL BEAUTY	
Registration Number:	2209457	LIVING PLEASURES	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269600		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/002		
NAME OF SUBMITTER:	Christine Slattery		

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**TRADEMARK
 REEL: 004510 FRAME: 0373**

Signature:	/Christine Slattery/
Date:	03/29/2011
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
UNDER THE TRADEMARK SECURITY AGREEMENT

ASSIGNMENT dated as of November 3, 2010, from GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), as Agent for the Lenders (in such capacity as Agent, the "Existing Agent"), to GOLUB CAPITAL MANAGEMENT LLC, as the agent for the Term Loan C Lenders effective as of the date hereof (together with its successors and assigns, the "Successor Agent"). All terms capitalized but not otherwise defined herein shall have the same meanings as in the Credit Agreement (as such term is defined in the TM Security Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 30, 2002 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "TM Security Agreement"), by and among Floral Plant Growers, L.L.C., a Delaware limited liability company (the "Grantor") and the Existing Agent and that certain Master Reaffirmation and Amendment to Collateral Documents, dated as October 26, 2006 by and among the Grantor, the Lenders party thereto and the Existing Agent (the "Reaffirmation Agreement"), the Grantor granted a security interest to the Existing Agent in certain Trademark Collateral including the Trademarks set forth on Schedule 1 thereto; and

WHEREAS, the TM Security Agreement was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on October 7, 2002 at Reel 2593, Frame 0578; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Agent under the Credit Agreement, Security Agreement (as such terms are defined in the TM Security Agreement), the TM Security Agreement and Reaffirmation Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademarks" shall have the meaning ascribed to it in the Security Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the TM Security Agreement, including those respecting the Trademarks and any Trademark applications and registrations, to the Successor Agent.
3. Further Assurances. Subject to the terms of that certain Appointment Of Successor Agent And Transition Agreement, dated as of November 3, 2010, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

{ SIGNATURE PAGE TO FOLLOW }

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

INITIAL AGENT:

GE BUSINESS FINANCIAL SERVICES (formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.),
as Existing Agent

By:

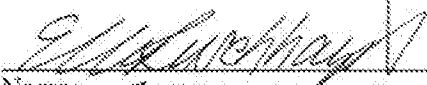

Name: ELLEN RUSCH
Title: DULY AUTHORIZED SIGNER

EXHIBIT 1

List of Trademarks

Owner	Trademark Description	U.S. Registration No.	Date Registered
Floral Plant Growers, L.L.C.	Natural Beauty	1,349,846	7/16/85
Floral Plant Growers, L.L.C.	Living Pleasures	2,209,457	12/8/98