

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL MANAGEMENT LLC, AS AGENT		04/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE POINT CAPITAL PARTNERS L.P., as Agent		
Street Address:	127 Public Square		
Internal Address:	Suite 5100		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1349846	NATURAL BEAUTY	
Registration Number:	2209457	LIVING PLEASURES	
Registration Number:	3833024	HERB'N GRILLERS	
Registration Number:	3833023	HERB'N CHILLERS	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	216-586-3939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Pamela J. Cyngier		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	381209-640012 - D RBRTS		

CH \$1115.00 1349846

900188358

TRADEMARK
REEL: 004514 FRAME: 0590

NAME OF SUBMITTER:	Pamela J. Cyngier
Signature:	/Pamela J. Cyngier/
Date:	04/04/2011
Total Attachments: 3 source=golubblue#page1.tif source=golubblue#page2.tif source=golubblue#page3.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
UNDER THE TRADEMARK SECURITY AGREEMENT

ASSIGNMENT dated as of April 1, 2011, from GOLUB CAPITAL MANAGEMENT LLC, as Agent for the Term Loan C Lenders (in such capacity as Agent, the "Existing Agent"), to BLUE POINT CAPITAL PARTNERS, L.P., 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 November 3, 2010 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof the "TM Security Agreement"), by and between Floral Plant Growers, L.L.C., a Delaware limited liability company (the "Grantor") and the Existing Agent, the Grantor granted a security interest to the Existing Agent in certain Trademark Collateral including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the TM Security Agreement was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on November 4, 2010 at Reel 4426, Frame 0046; and

WHEREAS, pursuant to that certain Assignment of Security Interests in Trademarks, dated as of November 3, 2010 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "TM Assignment"), by and between GE Business Financial Services Inc., as Agent for the Lenders (the "Prior Agent") and the Existing Agent, the Prior Agent assigned all of its rights, powers and privileges in certain Trademark Collateral including the Trademarks set forth on Schedule 1 hereto; 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), and the TM Security 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 April 1, 2011, 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.

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.

GOLUB CAPITAL MANAGEMENT LLC,
as Existing Agent

By: 

Name: Gregory W. Cashman
Title: Chief Investment Officer

CLI-1886918

TRADEMARK
REEL: 004514 FRAME: 0593

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
Floral Plant Growers, L.L.C.	HERB'N GRILLERS	3833024	8/10/10
Floral Plant Growers, L.L.C.	HERB'N CHILLERS	3833023	8/10/10