

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Organic Bouquet, Inc.		12/30/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bird Rock Holdings, Inc.		
Street Address:	2501 Ninth St.		
Internal Address:	Suite 102		
City:	Berkeley		
State/Country:	CALIFORNIA		
Postal Code:	94710		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2557900	ORGANIC STYLE	
Registration Number:	2999573	ORGANIC BOUQUET	
Registration Number:	2999574	ORGANICBOUQUET.COM	
Registration Number:	3628722	ECOFLOWERS.COM	
Registration Number:	3883242	ECOFLOWERS.COM	
Registration Number:	4000194	FLOWERS FOR GOOD	
CORRESPONDENCE DATA			
Fax Number:	(202)403-3030		
Phone:	2023331563		
Email:	asikich@dunnerlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Adam Sikich		
Address Line 1:	3243 P Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007		

OP \$165.00 2557900

TRADEMARK

ATTORNEY DOCKET NUMBER:	ORGA-013
NAME OF SUBMITTER:	Adam W. Sikich
Signature:	/Adam W. Sikich/
Date:	03/26/2012

Total Attachments: 26

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FORECLOSURE SALE AGREEMENT

This **FORECLOSURE SALE AGREEMENT** (the "**Agreement**") is entered into as of December 30, 2010, by and among (a) Artemis IV, LLC, a Delaware limited liability company ("**Artemis**"), Clydesdale Partners, LLC, a California limited liability company ("**Clydesdale**"), Epic Roots, Inc., a California corporation ("**Epic**"), and Saffron Hill Investors Guernsey, Ltd., a company incorporated and registered in Guernsey, Channel Islands ("**Saffron Hill**"), (Artemis, Clydesdale, Epic and Saffron Hill are sometimes referred to herein, collectively, as the "**Secured Creditors**" and each a "**Secured Creditor**" and are sometimes referred to herein, collectively, as the "**Sellers**" and each a "**Seller**"); and (b) Bird Rock Holdings, Inc., a Delaware corporation ("**Purchaser**").

A. Organic Bouquet, Inc., a California corporation ("**Debtor**"), and Sellers entered into that certain Secured Promissory Note Purchase Agreement and related Secured Promissory Notes and Security Agreement originally dated as of September 23, 2008 (as amended from time to time hereinafter referred to as the "**Financing Agreement**"). Pursuant to the Financing Agreement, as of the date hereof, Debtor owes Sellers \$575,000 in cash, plus accrued interest and other charges.

B. To secure the prompt payment and performance of all Obligations (as defined in the Financing Agreement) owing by Debtor to Sellers, Debtor granted to Sellers a blanket security interest in all of Debtor's property (the "**Collateral**"). Sellers' security interest in the Collateral was perfected by the filing of a Uniform Commercial Code ("**UCC**") Financing Statement with the California Secretary of State, including the UCC Financing Statement recorded as file number 08-7174347081.

C. On or about November 29, 2010, Sellers notified Debtor that an Event of Default had occurred under the Financing Agreement.

D. Debtor, at the direction of its Board of Directors and with the approval of Sellers, has engaged in the marketing of the Company and/or its assets for a prompt sale. Debtor is in default of its obligations under the Financing Agreement, and the Obligations are now due and payable.

E. Sellers have the right to enforce all of their remedies against Debtor and the Collateral, and Sellers have elected to conduct a foreclosure sale of certain of the Collateral.

F. On or about December 10, 2010, Sellers delivered to Debtor, and to all other parties as required under the California UCC, including each of the Secured Creditors party hereto, a Notification of Disposition of Collateral (the "**Disposition Notice**") with respect to the Collateral. Such notice is reasonable, made in good faith, and is the only notice which Sellers, as secured lenders exercising the rights of a secured creditor under the Financing Agreement, are required to make in order to validate the sale of the Transferred Assets (as defined herein) under this Agreement.

G. Subject to the terms and conditions of this Agreement, Purchaser has agreed to purchase from Sellers, and Sellers have agreed to sell to Purchaser, all of Debtor's rights in the Collateral described on Exhibit "A" to this Agreement other than the Excluded Assets (as

defined herein) (the Collateral described on Exhibit "A" to this Agreement other than the Excluded Assets is hereinafter referred to as the "*Transferred Assets*").

H. Pursuant to that certain Peaceful Foreclosure Agreement of even date herewith (the "*Peaceful Foreclosure Agreement*"), Debtor is consenting to the sale by Sellers to Purchaser of its right, title and interest in the Transferred Assets on the terms set forth in this Agreement, and Debtor has agreed to cooperate with Sellers to facilitate the sale of all of its right, title, and interest in and to the Transferred Assets.

I. Pursuant to the further provisions of this Agreement, the Secured Creditors are consenting to the sale of the Transferred Assets to Purchaser pursuant to this Agreement and waiving any rights with respect thereto.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** The following capitalized terms mean the following in this Agreement:

Claim. "*Claim*" means and include all past, present and future disputes, claims, controversies, demands, rights, obligations, liabilities, actions and causes of action of every kind and nature, including: (a) any unknown, unsuspected or undisclosed claim; and (b) any claim, right or cause of action based upon any breach of any Contract.

Contract. "*Contract*" means any written, oral, implied or other agreement, contract, subcontract, lease, arrangement, instrument, note, warranty, insurance policy, benefit plan or legally binding commitment or undertaking of any nature.

Damages. "*Damages*" means and includes any loss, damage, injury, liability, claim, demand, settlement, judgment, award, avoidance of a preferential transfer, preference recovery, fine, penalty, Tax, fee (including reasonable attorneys' fees and reasonable experts' fees), charge, cost or expense of any nature.

Entity. "*Entity*" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

Governmental Body. "*Governmental Body*" means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal).

Legal Proceeding. "*Legal Proceeding*" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

Liability. "*Liability*" means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

Person. "*Person*" means any individual, Entity or Governmental Body.

Purchaser Indemnified Parties. "*Purchaser Indemnified Parties*" means the following Persons: (a) Purchaser; (b) Purchaser's current and future affiliates; (c) the respective Representatives of the Persons referred to in clauses "(a)" and "(b)" above; and (d) the respective successors and assigns of the Persons referred to in clauses "(a)", "(b)" and "(c)" above.

Representatives. "*Representatives*" means officers, directors, employees, agents, attorneys, accountants, advisors and representatives.

Tax. "*Tax*" means any federal, state, local, foreign or other tax (including any income tax, franchise tax, capital gains tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, withholding tax or payroll tax), levy, assessment, tariff, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Body.

2. **Sale of Transferred Assets.** Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for the payment by the Purchaser of the Purchase Price as set forth in Section 4 of this Agreement, Sellers agree, on the Closing Date (as defined in Section 5), to irrevocably sell, transfer, assign, convey, and set over to Purchaser or its nominee, and Purchaser hereby agrees to purchase from Sellers, all of Debtor's rights in the Transferred Assets (to the extent transferable pursuant to the applicable UCC, including the California UCC). At the Closing, Sellers shall execute and deliver to Purchaser the Bill of Sale, in the form attached hereto as **Exhibit "B"** (the "*Bill of Sale*") and Purchaser shall pay the Purchase Price as contemplated by Section 4.

3. **Excluded Assets; Excluded Liabilities.**

3.1 **Excluded Assets.** Notwithstanding anything to the contrary in this Agreement, the Transferred Assets shall not include any of the Excluded Assets, and the Excluded Assets shall not be transferred to Purchaser but shall be retained by Sellers. For purposes of this Agreement, "*Excluded Assets*" means those specific assets listed on **Exhibit "C"**.

3.2 Excluded Liabilities. Neither the Purchaser nor any affiliate of the Purchaser is, by virtue of this Agreement, assuming any Liabilities of the Sellers or of the Debtor (whether or not related to the Transferred Assets).

4. Purchase Price. The total purchase price to be paid by the Purchaser as consideration for the sale, assignment, transfer, conveyance and delivery of the Transferred Assets (the "**Purchase Price**") shall be notes in the aggregate amount of \$575,000 in the form attached as Exhibit D (the "**Notes**").

5. Closing; Payments.

5.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will be held on the day on which all of the conditions set forth in Sections 6 and 7 are satisfied or otherwise waived by the party for whose benefit such condition exists. The date on which the Closing actually occurs, when Sellers execute and deliver to Purchaser the Bill of Sale, in the form attached hereto as Exhibit "B" and Purchaser pays the Purchase Price, is referred to herein as the "**Closing Date.**"

5.2 Payments and Deliveries At the Closing. At the Closing:

(a) Purchaser shall pay the amount set forth in Section 4 by delivery of the Notes as specified on Exhibit "D" attached hereto; and

(b) Sellers shall deliver the Bill of Sale to Purchaser.

6. Sellers' Conditions Precedent. Sellers' obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

6.1 The representations and warranties of Purchaser contained in this Agreement shall have been true in all material respects when made and in all material respects at the Closing Date, with the same force and effect as if made on, and as of, the Closing Date, and all covenants of Purchaser contained in this Agreement and to be performed at or prior to the Closing shall have been complied with in all material respects.

6.2 As of the Closing Date, the sale of the Transferred Assets by Sellers or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under title 11 of the United States Code by or against Debtor.

7. Purchaser's Conditions Precedent. Purchaser's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

7.1 The representations and warranties of Sellers contained in this Agreement shall have been true in all material respects when made and in all material respects at the Closing Date, with the same force and effect as if made on and as of the Closing Date and all covenants of Sellers contained in this Agreement and to be performed at or prior to the Closing shall have been complied with in all material respects.

7.2 As of the Closing Date, the sale of the Transferred Assets by Sellers or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under title 11 of the United States Code by or against Debtor.

7.3 The Debtor, Sellers and Purchaser shall have entered into the Peaceful Foreclosure Agreement.

8. **Waiver of Notice and Release of Liens by the Secured Creditors.** Effective as of and contingent upon, the Closing, each Secured Creditor hereby (i) acknowledges the receipt and sufficiency of the Disposition Notice, and waives all rights to further notification of the disposition of the Transferred Assets by means of private foreclosure sale under Section 9-610 of the UCC; and (ii) terminates, cancels, and releases all liens and security interests of any kind, on and in any and all of the Transferred Assets. At any time or from time to time after the Closing, the Secured Creditors shall, at the request of Purchaser, and without further consideration, execute and deliver such further instruments and documents as Purchaser may reasonably request and as may be reasonably necessary to evidence or effect the release, cancellation, and termination of their liens and security interests as contemplated by this Section 8. In the event that any of the Secured Creditors fails to execute and deliver any such further instrument or document in connection with the termination of such party's financing statements under the UCC applicable to the Transferred Assets within seven (7) days after receipt of request therefor from Purchaser, then such Secured Creditor (as applicable) hereby irrevocably constitutes and appoints Purchaser, and any officer or agent of Purchaser, with full power of substitution, as its true and lawful attorney-in-fact with full, irrevocable power and authority in the place and stead of such party and in the name of such party or in its own name, for the sole purpose of terminating the applicable financing statements under the UCC.

9. **Representations and Warranties of Sellers.** Except as to Sellers' representations and warranties provided in this Section 9, the Transferred Assets are being sold "as is," and "where is" with no express or implied representation and warranties of any kind, nature, or type whatsoever from, or on behalf of, Sellers. Notwithstanding the foregoing, each Seller represents and warrants to Purchaser, as of the Closing, as follows:

9.1 Such Seller (a) is a corporation or limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization; and (b) has all requisite organizational power and authority to execute, deliver, and perform the transactions contemplated hereby.

9.2 The execution, delivery, and performance by such Seller of this Agreement, the Bill of Sale and the consummation of the transactions contemplated hereby are within the power of such Seller and have been duly authorized by all necessary actions on the part of such Seller. The execution of this Agreement by such Seller constitutes, and the execution of the Bill of Sale by Seller will constitute, legal valid and binding obligations of such Seller, enforceable against such Seller in accordance with their terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

9.3 No consent, approval, authorization or order of, or registration or filing with, or notice to, any Governmental Body having jurisdiction or regulatory authority over such Seller (or any of its properties) is required for (i) such Seller's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith, including, without limitation, the Bill of Sale) or (ii) the consummation by such Seller of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith, including, without limitation, the Bill of Sale) and, to the extent any such consent, approval, authorization, order, registration, filing or notice was required, it has been obtained, made or given (as applicable) and is still in full force and effect.

9.4 No person or entity acting on behalf of such Seller or any of its affiliates or under the authority of any of them is or will be entitled to any brokers' or finders' fee or any other commission or similar fee, directly or indirectly, from Purchaser or any of its affiliates in connection with any of the transactions contemplated hereby.

9.5 (a) such Seller has a valid, enforceable and perfected first priority lien upon and security interest in Debtor's rights and interest in the Transferred Assets; (b) one or more defaults under the Financing Agreement have occurred and are continuing; (c) such Seller has not amended or modified the Financing Agreement so as to limit its right to enter into this Agreement with Purchaser to sell and convey the Debtor's rights and interest in the Transferred Assets; and (d) such Seller has the right and is entitled to enforce its security interest by foreclosure sale, and has given all notices and taken all steps required under, and in material compliance with, the Financing Agreement and in compliance with applicable law, or otherwise has obtained a waiver of the right to notice from all parties entitled to such notice, necessary for such sale to transfer to Purchaser all of Debtor's rights and interest in the Transferred Assets, free and clear of any liens and interests to the extent provided by the applicable UCC §9617, including California UCC §9617. Such Seller has not consented to any transfer of rights granted by Debtor with respect to any of the Transferred Assets.

9.6 (a) Such Seller's lien upon and security interest in Debtor's rights and interest in all or any part of the Transferred Assets is not, and shall not be, subject to avoidance or recovery as a preferential transfer under Section 547 of the United States Bankruptcy Code, Section 1800 of the California Code of Civil Procedure, Section 7387 of Title 10 of the Delaware Code, or other applicable law ("*Avoidance Action*"); (b) the sale to Purchaser of the Transferred Assets pursuant to this Agreement is not, and shall not be, subject to avoidance or recovery pursuant to such Avoidance Action; and (c) Purchaser shall not be subject to any claim or action for Damages pursuant to any Avoidance Action based on the sale of the Transferred Assets under this Agreement.

10. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Sellers, as follows:

10.1 Purchaser (a) is a duly organized corporation, validly existing, and in good standing under the laws of the jurisdiction of its organization; and (b) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

10.2 The execution, delivery, and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby are within the power of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. The execution of this Agreement by Purchaser constitutes, or will constitute, a legal valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

10.3 No consent, approval, authorization or order of, or registration or filing with, or notice to, any Governmental Body having jurisdiction or regulatory authority over Purchaser (or any of its properties) is required for (a) Purchaser's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (b) the consummation by Purchaser of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) and to the extent any such consent, approval, authorization, order, registration, filing or notice was required, it has been obtained, made or given (as applicable) and is still in full force and effect.

10.4 No person or entity acting on behalf of Purchaser or any of its affiliates or under the authority of any of them is or will be entitled to any brokers' or finders' fee or any other commission or similar fee, directly or indirectly, from Sellers or any of its affiliates in connection with any of the transactions contemplated hereby.

11. Limited Indemnification.

11.1 Survival of Representations, Etc. Each of the representations and warranties contained in this Agreement and in any certificate delivered at the Closing pursuant to this Agreement shall survive the Closing until the twelve (12) month anniversary of the Closing (the "*Cut-Off Date*"). No claim for breach of any representation, warranty, pre-Closing covenant or pre-Closing agreement may be brought after the Cut-Off Date, except for claims (i) of which the Sellers have received a Notification of Indemnification Claim from Purchaser or any other Purchaser Indemnified Party prior to the Cut-Off Date, or (ii) of which Purchaser has received a Notification of Indemnification Claim from the Seller prior to the Cut-Off Date.

11.2 Indemnification by Sellers. From and after the Closing (but subject to Section 11.1), Sellers, jointly and severally, shall hold harmless and indemnify the Purchaser Indemnified Parties from and against, and shall compensate and reimburse the Purchaser Indemnified Parties for, any Damages which are suffered or incurred by them (regardless of whether or not such Damages relate to any third-party claim) and which arise from or as a result of:

(a) any inaccuracy in or breach of any representation or warranty (and any facts underlying such inaccuracy or breach) made by Sellers in this Agreement and any breach of any covenant made by Sellers in this Agreement; and

(b) any Legal Proceeding relating to any breach or alleged breach or any other matter of the type referred to in clause "(a)" above (including any Legal Proceeding commenced by Purchaser for the purpose of enforcing any of its rights under this Section 11).

11.3 Certain Limitations.

(a) **General Indemnity Cap.** Other than in connection with Claims for fraud or willful misconduct, the maximum aggregate amount of Damages that may be recovered by Purchaser arising out of or relating to this Agreement and the transactions contemplated hereby (including for any indemnification claim pursuant to this Agreement) (and irrespective of the cause of action, whether in contract, tort or otherwise) shall be an amount equal (on a cumulative basis) to the value of the Purchase Price (the "**General Indemnity Cap**").

(b) **Exclusive Remedy.** Claims for indemnification, compensation and reimbursement brought in accordance with and subject to this Section 11 shall be the sole and exclusive remedy against Seller in respect of any and all Claims (other than actions for fraud or willful misconduct or causes of action seeking specific performance) arising out of or relating to this Agreement and the transactions contemplated hereby (irrespective of the cause of action, whether in contract, tort or otherwise) (any such Claim, a "**Covered Matter**"). If the Closing has been consummated, no Covered Matter will give rise to any right of any party hereto to rescind this Agreement or any of the transactions contemplated hereby.

(c) **Cut-Off Date.** Any Claim for indemnifiable Damages (other than claims for fraud or willful misconduct) not submitted in a Notice of Indemnification Claim to the Seller prior to the expiration of the applicable Cut-Off Date shall be deemed to have been waived and shall be absolutely and forever barred and unenforceable, null and void, and of no force or effect whatsoever and the Seller shall have no further liability with respect thereto.

(d) **Disclaimer of Consequential Damages, Etc.** Notwithstanding anything to the contrary contained herein, no Person shall be liable to any other Person for any consequential, incidental, indirect, special, exemplary or punitive damages of such other Person; provided, however, that indemnifiable Damages under this Section 11 shall include consequential incidental, indirect, special, exemplary and punitive damages that result from and are payable to a third party that is not a Purchaser Indemnified Party.

11.4 Defense of Third Party Claims and Legal Proceedings. If the Purchaser receives notice or otherwise obtains knowledge of any third party Claim or Legal Proceeding or any threatened third party Claim or Legal Proceeding that may give rise to an indemnification obligation on the part of the Sellers, then the Purchaser shall promptly deliver to the Sellers a written notice describing such third party Claim or Legal Proceeding in reasonable detail; provided, however, that the failure to give notice shall not affect the right of any Purchaser Indemnified Party to indemnification hereunder except to the extent that such failure materially prejudices the ability of the Sellers to defend any claim. The Sellers shall have the right to assume the defense of any such third party Claim or Legal Proceeding with their own counsel. If the Sellers elect to assume the defense of any such Claim or Legal Proceeding, then:

(a) notwithstanding anything to the contrary contained in this Agreement, the Seller shall not be required to pay or otherwise indemnify the Purchaser against any attorneys' fees or other expenses incurred on behalf of the Purchaser in connection with such Claim or Legal Proceeding and incurred following the election by the Sellers to assume the defense of such Claim or Legal Proceeding;

(b) the Purchaser shall make available to the Sellers all books, records and other documents and materials that are under the direct or indirect control of the Purchaser or any affiliate of the Purchaser that are reasonably relevant to such Claim or Legal Proceeding and that the Sellers consider necessary or desirable for the defense of such Claim or Legal Proceeding;

(c) the Purchaser shall execute such documents and take such other actions as are reasonably relevant to such Claim or Legal Proceeding and that the Sellers may reasonably request for the purpose of facilitating the defense of, or any settlement, compromise or adjustment relating to, such Claim or Legal Proceeding;

(d) the Purchaser shall otherwise reasonably cooperate as reasonably requested by the Sellers in the defense of such Claim or Legal Proceeding;

(e) the Purchaser shall not admit any Liability with respect to such Claim or Legal Proceeding; and

(f) the Sellers shall not settle, adjust or compromise such Claim or Legal Proceeding without the consent of the Purchaser Indemnified Party, which consent will not be unreasonably withheld, unless such settlement (A) involves only the payment of money, (B) does not involve an injunction or other equitable relief against the Purchaser Indemnified Party, and (C) provides for the claimant to provide to the Purchaser Indemnified Party a release from all liability in respect of such claim.

If the Sellers elect not to assume the defense of such Claim or Legal Proceeding, then the Purchaser may proceed to defend such claim or Legal Proceeding with the assistance of counsel reasonably satisfactory to the Sellers on behalf of and for the account and risk of the Sellers and at the Sellers' expense; provided, however, that the Purchaser shall not settle, adjust or compromise such Claim or Legal Proceeding, or admit any liability with respect to such claim or Legal Proceeding, without the prior written consent of the Sellers, which consent will not be unreasonably withheld.

11.5 Indemnification Claims.

(a) If any Purchaser Indemnified Party has incurred or suffered or claims to have incurred or suffered, or believes that it may incur or suffer, Damages for which it is or may be entitled to be held harmless, indemnified, compensated or reimbursed under Section 11, such Purchaser Indemnified Party may deliver a notice to Sellers (any such notice being referred to as a "*Notice of Indemnification Claim*," and the claim for indemnification, compensation and reimbursement described in such Notice of Indemnification Claim being referred to as an "*indemnification claim*"), which shall (i) state that such Purchaser Indemnified Party believes that there is or has been a possible inaccuracy in or breach of a representation or warranty contained in this Agreement or that such Purchaser Indemnified Party is otherwise entitled to be held harmless, indemnified, compensated or reimbursed under Section 11; (ii) contain a brief description of the circumstances supporting such Purchaser Indemnified Party's belief that there is or has been such a possible inaccuracy or breach or that such Purchaser Indemnified Party may otherwise be entitled to be held harmless, indemnified, compensated or

reimbursed; and (iii) contain a good faith, non-binding, preliminary estimate of the aggregate dollar amount of actual and potential Damages that have arisen and may arise as a result of the inaccuracy, breach or other matter referred to in such notice (the aggregate amount of such estimate, as it may be modified by such Purchaser Indemnified Party in good faith from time to time, being referred to as the "*Claimed Amount*").

(b) During the 30-day period commencing upon the delivery by such Purchaser Indemnified Party to Sellers of a Notice of Indemnification Claim (the "*Dispute Period*"), Sellers shall deliver to such Purchaser Indemnified Party a written response (the "*Response Notice*") in which Sellers: (i) agree that the full Claimed Amount is owed to such Purchaser Indemnified Party; (ii) agree that part (but not all) of the Claimed Amount (the "*Agreed Amount*") is owed to such Purchaser Indemnified Party; or (iii) assert that no part of the Claimed Amount is owed to such Purchaser Indemnified Party. Any part of the Claimed Amount that is not agreed by Sellers to be owed to such Purchaser Indemnified Party pursuant to the Response Notice (or the entire Claimed Amount, if Sellers assert in the Response Notice that no part of the Claimed Amount is owed to such Purchaser Indemnified Party) shall be referred to as the "*Contested Amount*" (it being understood that the Contested Amount shall be modified from time to time to reflect any good faith modifications by such Purchaser Indemnified Party to the Claimed Amount). If a Response Notice is not received by such Purchaser Indemnified Party prior to the expiration of the Dispute Period, then Sellers shall be conclusively and irrevocably deemed to have agreed that the full Claimed Amount is owed to such Purchaser Indemnified Party.

(c) If Sellers deliver a Response Notice to such Purchaser Indemnified Party agreeing that the full Claimed Amount is owed to such Purchaser Indemnified Party, or if Sellers do not deliver a Response Notice to such Purchaser Indemnified Party during the Dispute Period, then, within three days following the earlier of the delivery of such Response Notice to such Purchaser Indemnified Party or the expiration of the Dispute Period, then Purchaser shall have, as its sole and exclusive remedy (other than actions for fraud or willful misconduct or causes of action seeking specific performance), a right of set-off against any amounts owed under the Note in an amount in the aggregate equal to the lesser of (i) the Claimed Amount; or (ii) the then remaining value of the General Indemnity Cap.

(d) If Sellers deliver a Response Notice during the Dispute Period to such Purchaser Indemnified Party agreeing that less than the full Claimed Amount is owed to such Purchaser Indemnified Party (such amount as is agreed to be owed the "*Agreed Amount*"), then, within three days following the delivery of such Response Notice to such Purchaser Indemnified Party, then Purchaser shall have, as its sole and exclusive remedy (other than actions for fraud or willful misconduct or causes of action seeking specific performance), a right of set-off against any amounts owed under the Note in an amount in the aggregate equal to the lesser of (i) the Agreed Amount; or (ii) the then remaining value of the General Indemnity Cap.

(e) If Sellers deliver a Response Notice to such Purchaser Indemnified Party during the Dispute Period indicating that there is a Contested Amount, Sellers and such Purchaser Indemnified Party shall attempt in good faith to resolve the dispute related to the Contested Amount. If such Purchaser Indemnified Party and Sellers resolve such dispute in writing, then their resolution of such dispute shall be binding on Sellers and such Purchaser

Indemnified Party and a settlement agreement stipulating the amount owed to such Purchaser Indemnified Party (the "*Stipulated Amount*") shall be signed by such Purchaser Indemnified Party, and Purchaser shall have, as its sole and exclusive remedy (other than actions for fraud or willful misconduct or causes of action seeking specific performance), a right of set-off against any amounts owed under the Note in an amount in the aggregate equal to the lesser of (i) the Stipulated Amount; or (ii) the then remaining value of the General Indemnity Cap.

(f) If Sellers and such Purchaser Indemnified Party are unable to resolve the dispute relating to any Contested Amount during the 30-day period commencing upon the delivery of the Response Notice (the "*Initial Resolution Period*"), then either such Purchaser Indemnified Party or Sellers may submit the contested portion of the indemnification claim to binding arbitration in San Francisco County, California in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect. Arbitration will be conducted by one arbitrator, mutually selected by such Purchaser Indemnified Party and Sellers; provided, however, that if such Purchaser Indemnified Party and Sellers fail to mutually select an arbitrator within 15 business days after the contested portion of the indemnification claim is submitted to arbitration, then the arbitrator shall be selected by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures then in effect. The parties agree to use commercially reasonable efforts to cause the arbitration hearing to be conducted within 75 days after the appointment of the arbitrator, and to use commercially reasonable efforts to cause the decision of the arbitrator to be furnished within 15 days after the conclusion of the arbitration hearing. The parties shall be entitled to only limited discovery at the discretion of the arbitrator, and agree that any discovery shall be completed at least 10 days prior to the commencement of the arbitration hearing. The decision of the arbitrator shall relate solely: (i) to whether such Purchaser Indemnified Party is entitled to recover the Contested Amount (or a portion thereof), and the portion of such Contested Amount such Purchaser Indemnified Party is entitled to recover; and (ii) to the determination of whether such Purchaser Indemnified Party is the prevailing party as provided below. The final decision of the arbitrator shall be furnished to Sellers and such Purchaser Indemnified Party in writing, shall constitute a conclusive determination of the issues in question, binding upon Sellers and such Purchaser Indemnified Party and shall not be contested by any of them. If such Purchaser Indemnified Party is determined by the arbitrator to be the prevailing party, and if the arbitrator further determines that the Sellers' objection to the Contested Amount was interposed in bad faith, or had no reasonable basis in law and fact, then the aggregate dollar amount of the arbitrator's award to such Purchaser Indemnified Party shall be increased by the amount of the reasonable expenses (including attorneys' fees) of such Purchaser Indemnified Party, and the fees and expenses associated with the arbitration (including the arbitrator's fees and expenses), up to the aggregate Indemnity Cap contained in Section 11.3 (a). If such Purchaser Indemnified Party is determined by the arbitrator not to be the prevailing party and the arbitrator determines that Sellers are the prevailing party, and further determines that the claim of the Purchaser Indemnified Party to the Contested Amount was asserted in bad faith, or had no reasonable basis in law and fact, then any amount awarded by the arbitrator to such Purchaser Indemnified Party shall be reduced by the amount of the reasonable expenses (including attorneys' fees) of Sellers, and the fees and expenses associated with the arbitration (including the arbitrator's fees and expenses), and if no amount is awarded to such Purchaser Indemnified Party, such Purchaser Indemnified Party shall reimburse Sellers for their reasonable expenses (including attorneys' fees) and pay the fees and expenses associated with the arbitration (including the arbitrator's fees and expenses). Within three days following the receipt of the

final award of the arbitrator setting forth the aggregate amount owed to such Purchaser Indemnified Party (the "*Award Amount*"), then Purchaser shall have, as its sole and exclusive remedy (other than actions for fraud or willful misconduct or causes of action seeking specific performance), a right of set-off against any amounts owed under the Note in an amount in the aggregate equal to the lesser of (i) the Award Amount; or (ii) the then remaining value of the General Indemnity Cap.

12. Expenses. Except as provided in the next sentence and as provided in Section 11, Purchaser and Sellers shall each bear their own expenses incurred in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, if either party breaches this Agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other party in enforcing this Agreement against such breaching party by the non-breaching party.

13. Transfer Taxes. Sellers shall bear and pay all sales taxes, as levied by any taxing authority or governmental agency in connection with the transfer of Transferred Assets contemplated by this Agreement. Sellers hereby agree to file all necessary documents with respect to sales taxes due as a result of these transactions in a timely manner.

14. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth below or when sent by facsimile providing a transmission confirmation, the next business day after being sent by overnight delivery by a recognized overnight delivery service, or three (3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows:

To Purchaser: Bird Rock Holdings, Inc.
2501 Ninth Street, Suite 102
Berkeley, CA 94710
Fax: 510-845-4149

with a copy to: GCA Law Partners LLP
1891 Landings Drive
Mountain View, CA 94043
Attn: Clifford S. Robbins
Fax: (650) 428-3901

To Sellers: Artemis IV, LLC
50 Hill Street, WO 243
Southampton, NY 11968
Fax: (845) 878-2676

Clydesdale Partners, LLC

201 Spear Street, #1150
San Francisco, CA 94105
Fax: (415) 243-3000

Epic Roots, Inc.
P. O. Box 1619
Sausalito, CA 94966
Fax: (415) 331-4610

Saffron Hill Investors Guernsey, Ltd.
P.O. Box 466, Bordeaux Court, Les Echelons
St. Peter Port, Guernsey GY16AW
Fax: [_____]

with a copy to:

Casner & Edwards, LLP
303 Congress Street
Boston, MA 02210
Attn: Michael J. Goldberg
Fax: (617) 426-8810

15. Miscellaneous.

15.1 Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, the Bill of Sale and the Peaceful Foreclosure Agreement constitute the entire agreement of the parties hereto regarding the purchase and sale of the Transferred Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

15.2 Captions. Section captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

15.3 Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

15.4 Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

15.5 Further Assurances. At any time or from time to time after the Closing, Sellers shall, at the request of Purchaser, and without further consideration, execute and deliver such further instruments and documents as Purchaser may reasonably request as may be reasonably necessary to evidence or effect the consummation of the transactions contemplated by this Agreement.

15.6 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Purchaser and Sellers. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

15.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California (without reference to conflicts of law principles).

15.8 Waiver of Trial by Jury. SELLERS AND PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. SELLERS AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

15.9 Submission to Jurisdiction; Selection of Forum. EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN (I) THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION, OR IN THE EVENT THAT SUCH COURT LACKS SUBJECT MATTER JURISDICTION OVER THE ACTION OR PROCEEDING, (II) IN AN APPROPRIATE CALIFORNIA STATE COURT IN SAN FRANCISCO, CALIFORNIA (SUCH FEDERAL OR STATE COURT IN SAN FRANCISCO, CALIFORNIA IS HEREAFTER REFERRED TO AS THE "**CHOSEN COURT**") AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY THERETO, AND (E) AGREES THAT SERVICE OR PROCESS UPON ANY PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 14 OF THIS AGREEMENT.

15.10 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "*including*" means "including without limitation".

15.11 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto, the Purchaser Indemnified Parties, and their respective successors and permitted assigns.

15.12 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign its rights or interests hereunder, or delegate its obligations or duties hereunder, without providing the other party with prior written notice; *provided, however*, that Purchaser shall be entitled, without such notice, to assign its rights and delegate its obligations under this Agreement to any affiliated Entity, to any buyer of all or substantially all of the Purchaser's assets or as a security interest to Purchaser's lender or lenders.

15.13 Confidentiality. Purchaser and Sellers agree that they will hold in confidence all information, data and documents obtained by them or any of their representatives from any representative, officer or employee of each other, and that none of them nor any of their representatives will disclose any such information, data or documents to any third party and none of them will discuss this Agreement or the transactions contemplated hereby with any party other than officers, employees, agents and representatives of the party or their legal counsel and financing sources and existing lenders deemed necessary to the completion of the transactions described herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Purchaser and Sellers have caused this Agreement to be executed as of the day and year first above written.

BIRD ROCK HOLDINGS, INC.

By: *Karyn Barsa*

Name: Karyn Barsa

Title: President

ARTEMIS IV, LLC

By: _____

Name: Kevin Brine

Title: Managing Partner

CLYDESDALE PARTNERS, LLC

By: Clydesdale Ventures, LLC

By: _____

Name: Paul Klapper

Title: Manager

IN WITNESS WHEREOF, Purchaser and Sellers have caused this Agreement to be executed as of the day and year first above written.

BIRD ROCK HOLDINGS, INC.

By: _____

Name: Karyn Barsa

Title: President

ARTEMIS IV, LLC

By: Kevin Brine

Name: Kevin Brine

Title: Managing Partner

CLYDESDALE PARTNERS, LLC

By: Clydesdale Ventures, LLC

By: _____

Name: Paul Klapper

Title: Manager

IN WITNESS WHEREOF, Purchaser and Sellers have caused this Agreement to be executed as of the day and year first above written.

BIRD ROCK HOLDINGS, INC.

By: _____

Name: Karyn Barsa

Title: President

ARTEMIS IV, LLC

By: _____

Name: Kevin Brine

Title: Managing Partner

CLYDESDALE PARTNERS, LLC

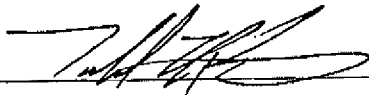
By: Clydesdale Ventures, LLC

By:  _____

Name: Paul H. Lapper

Title: Manager

EPIC ROOTS, INC.

By:  _____

Name: Todd Koons

Title: President

SAFFRON HILL INVESTORS GERNSEY, LTD.

By: _____

Name: Ranjeet Bhatia

Title: Managing Director

EPIC ROOTS, INC.

By: _____

Name: Todd Koons

Title: President

SAFFRON HILL INVESTORS GERNSEY, LTD.

By: RBH _____

Name: Ranjeet Bhatia

Title: Managing Director

EXHIBIT A

TRANSFERRED ASSETS

All property of the Debtor wherever located, existing as of the Closing, including all accounts, inventory, chattel paper, documents, instruments, letters of credit, securities, general intangibles, deposit accounts, patents, trademarks, copyrights, goodwill, inventory, equipment, investment property, and financial assets, including those assets set forth on Attachment 1 to this Exhibit A.

Attachment 1 to Exhibit A

Description		Acquisition Date
Desktop computers	Computers	2/2/2001
Laptop computer	Computers	2/5/2001
Printer	Office Equip	11/13/2001
Computer equipment	Computers	12/22/2002
Laptop computer (Dave)	Computers	2/7/2003
Laptop computer (Truc)	Computers	9/6/2003
Desktop computers	Computers	9/30/2003
Desktop computers	Computers	10/10/2003
Laser Printer (Miami)	Office Equip	01/25/05
To post payroll PPE 7/31/06 (P. Ekman)	Computers	07/26/06
Monitor and desktop (Miami)	Computers	07/31/06
COMPUTER & EQUIPMENT	Computers	1/7/2007
COMPUTER SOFTWARE	Computers	1/7/2007
COMPUTER & EQUIPMENT	Computers	3/8/2007
COMPUTER & EQUIPMENT	Computers	4/10/2007
COMPUTER & EQUIPMENT	Computers	7/15/2007
COMPUTER & EQUIPMENT	Computers	10/10/2007
COMPUTER & EQUIPMENT	Computers	11/20/2007
COMPUTER & EQUIPMENT	Computers	12/11/2007
Marketing Docking stations	Computers	01/14/2008
Battery Wholesale	Computers	01/14/2008
Monitor	Computers	01/14/2008
CSR Desktops	Computers	01/23/2008
Wholesale Desktop	Computers	01/23/2008
CSR Desktops	Computers	01/28/2008
CSR Monitors	Computers	01/28/2008
Wholesale Monitor	Computers	01/28/2008
Laptop for new sales person - Miami	Computers	04/14/2008
MS Office Pro 2007 License	Computers	07/09/2008
MS MBL VStudio Pro 2008	Computers	07/09/2008
HP EliteBook 6930p	Computers	07/31/2009
Macbook Pro 13.3/2.26/2X1GB/160/SD Serial #: W800745U66D	Computers	03/22/2010
Office furniture		
Desk, chairs for office (Card Board Designs)	Office furniture	06/23/2009
Furniture (York Claims)	Office furniture	07/10/2009
4 cubicles for Marketing Dept (workspace solutions)	Office furniture	12/01/2009
Office equipment		
TELEPHONE INSTALLATION(PETALUMA)	Office Equip	11/5/2007

Additional telephone units for Petaluma	Office Equip	02/05/2008
Refrigerator purchase from Best Buy	Office Equip	08/10/2009
Costco - Projector	Office Equip	08/24/2009
Software		
Ecommerce engine (software) CP Baker	Software	Various
Ecommerce Software Upgrades	Software	7/31/2006
SOFTWARE LICENSING	Software	12/19/2007
WHOLESALE DATABASE	Software	11/27/2007
COMPUTER SOFTWARE	Software	3/8/2007
COMPUTER SOFTWARE	Software	4/10/2007
COMPUTER SOFTWARE	Software	7/15/2007
COMPUTER SOFTWARE	Software	10/11/2007
SQL server upgrade	Software	01/22/2008
Website	Software	10/31/2008
QB Enterprise	Software	06/23/2009
Adobe Systems Creative Studio	Software	08/31/2009

Any and all software, databases and other similar assets shall be transferred only electronically.

All of the capital stock of Ecoflowers Ecuador S.A., a company organized under the laws of Ecuador.

The following registered trademarks or applications therefor:

Flowers for Good
Ecoflowers.com
Organicbouquet.com
Organic Bouquet
For the Love of Life
Organic Style

The following contracts:

All contracts of Debtor that Purchaser identifies and specifically elects to take assignment to within 60 days of the Closing Date.

All of the Debtors domain names and URLs.

All of the Debtors customer lists and related documents and information.

EXHIBIT B
BILL OF SALE

[See attached]

EXHIBIT C
EXCLUDED ASSETS

None

EXHIBIT D
FORM OF NOTES

TRADEMARK