

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
Hines Growers, Inc.		10/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	5401 California Avenue, Suite 200
Internal Address:	Bakersfield RCBO, MAC 32511-020
City:	Bakersfield
State/Country:	CALIFORNIA
Postal Code:	93309
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4210213	BLOOMTASTIC!
Registration Number:	4209891	FANTASTIC BLOOMS...EVERY TIME
Registration Number:	4209889	BLOOMTASTIC!
Registration Number:	2987725	HALO HYDRANGEAS
Registration Number:	2530126	SUMMER GOLD
Registration Number:	1705287	GULF GREEN
Registration Number:	1714001	H
Registration Number:	3246571	BURGUNDY BOWS
Registration Number:	3352054	CHERRY BON BON
Registration Number:	3081992	BRINGING THE BEST OF THE WORLD'S GARDENS TO YOU
Registration Number:	3230733	BAMBINO
Registration Number:	3562670	PIAZZA
Registration Number:	2780338	FERN CREEK

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Registration Number:	2803139	PETITE DELIGHT
Registration Number:	2710658	AFRICAN SUN
Registration Number:	2602180	ESTATE COLLECTION
Registration Number:	2622986	HINES COLOR
Registration Number:	2451683	GARDEN PARTY
Registration Number:	2077119	MARIAN RED ROBIN
Registration Number:	1575370	SIGNATURE SERIES
Registration Number:	1944103	PATIO TROPICS
Registration Number:	1948705	IVORY CARPET
Registration Number:	1943943	FESTIVAL POT
Registration Number:	1865914	CAMEO
Registration Number:	1775403	PINK LEMONADE
Registration Number:	1764767	LITTLE NICKY
Registration Number:	1800226	BAY BREEZE
Registration Number:	1615964	WINTER PRIDE
Registration Number:	1601244	HINES H
Registration Number:	2103789	PLUM DELIGHT
Serial Number:	85539836	WATER RELIEF
Serial Number:	85688507	PURPLEISCIOUS
Serial Number:	85539624	EVERGREEN BEAUTY
Serial Number:	85539620	SUMMER SKY
Serial Number:	85539615	CALIFORNIA TREASURES
Serial Number:	85672901	ANGEL WHITE
Serial Number:	85664010	MUNCHKIN

CORRESPONDENCE DATA

Fax Number: 3128035299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

3579893

NAME OF SUBMITTER:

Richard Kalwa

TRADEMARK

REEL: 004892 FRAME: 0117

/richard kalwa/

Date:

11/01/2012

Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

THIS GRANT OF TRADEMARK SECURITY INTEREST (this "Agreement"), dated October 30, 2012 is by and between, Hines Growers, Inc., a Delaware corporation ("Grantor"), located at 2575 Olive Hill Road, Fallbrook, California 92028, and Wells Fargo Bank, National Association, as agent ("Agent") for the benefit of the Lenders (as defined in the hereinafter defined Loan Agreement). Each capitalized term utilized in this Agreement that is not defined in the Security Agreement (as hereinafter defined), the Loan Agreement (as hereinafter defined) or this Agreement, but is defined in the UCC, shall have the meaning set forth in Article 1, 8 or 9 of the UCC, as applicable.

WHEREAS, Grantor owns and uses in its business, and will, in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Color Spot Nurseries, Inc., a Delaware corporation ("Borrower"), has entered into a Sixth Amended and Restated Loan and Security Agreement dated September 30, 2011 by and among Borrower, Agent and the Lenders from time to time party thereto (as amended, restated, modified or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lenders have extended certain financial accommodations to Borrower;

WHEREAS, Grantor has executed and delivered that certain Fourth Amended and Restated Master Guaranty dated of even date herewith (as amended, restated modified or supplemented from time to time, the "Guaranty") and executed by Color Spot Holdings, Inc., a Delaware corporation ("Holdings"), Lone Star, Inc., a Delaware corporation ("LSI"), Lone Star Growers, L.P., a Delaware limited partnership ("Lone Star LP"), LSGR Holdings, Inc., a Delaware corporation ("Lone Star Holdings"), Powell Nurseries, Inc., a Delaware corporation ("Powell"), and Grantor (Grantor together with Holdings, LSI, Lone Star LP, Lone Star Holdings and Powell, each, a "Guarantor", and, collectively, "Guarantors"), in favor of Agent and the Lenders, pursuant to which Grantor has unconditionally guaranteed the Borrower's Obligations (as defined in the Guaranty); and

WHEREAS, pursuant to the terms of that certain Fifth Amended and Restated Master Security Agreement dated of even date herewith (as amended, restated modified or supplemented from time to time, "Security Agreement"), by and among Grantor and the other Guarantors, Grantor has granted to Agent a security interest in, and Agent has become a secured creditor with respect to, the Collateral specified therein, including the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security Agreement, Grantor hereby grants to Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case, whether now or hereafter existing or whether now owned or hereafter acquired and wherever the same may be located (the "Trademark Collateral"):

- (i) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or

hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States of America (“United States”) and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business connected with the use of and symbolized by the Trademarks; and

(ii) all Proceeds and Accessions with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the “Collateral” include, and Grantor shall not be deemed to have granted a security interest in any of Grantor’s rights in or under, any United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

Grantor does hereby further acknowledge and affirm that this Agreement is made in connection with, and subject to the terms of, the Security Agreement and that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, subsection 7.11 (Governing Law; Consent to Forum). In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year specified at the beginning hereof.

HINES GROWERS, INC.,
a Delaware corporation

By: Rodney Omgs
Name: Rodney Omgs
Its: Chief Financial Officer and Vice President

ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

Address: Bakersfield RCBO
MAC 32511-020
5401 California Avenue, Suite 200
Bakersfield, California 93309
Attention: Don Unruh

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year specified at the beginning hereof.

HINES GROWERS, INC.,
a Delaware corporation

By: _____
Name: Rodney Omgs
Its: Chief Financial Officer and Vice President

ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: DON UNRUH
Title: VICE PRESIDENT

Address: Bakersfield RCBO
MAC 32511-020
5401 California Avenue, Suite 200
Bakersfield, California 93309
Attention: Don Unruh

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademark	Reg. Number	Reg. Date	Application Number	Application Date
BLOOMASTIC! Stylized	4,210,213	09/18/2012	85/620,618	05/09/2012
FANTASTIC BLOOMS...EVERY TIME	4,209,891	09/18/2012	85/546,110	02/17/2012
BLOOMASTIC!	4,208,889	09/18/2012	85/546,107	02/17/2012
WATER RELIEF	N/A	N/A	85/539,836	02/10/2012
PURPLEISCIOUS	N/A	N/A	85/688,507	07/27/2012
EVERGREEN BEAUTY	N/A	N/A	85/539,624	02/10/2012
SUMMER SKY	N/A	N/A	85/539,620	02/10/2012
CALIFORNIA TREASURES	N/A	N/A	85/539,615	02/10/2012
ANGEL WHITE	N/A	N/A	85/672,901	07/10/2012
MUNCHKIN	N/A	N/A	85/664,010	06/28/2012
HALO HYDRANGEAS	2,987,725	08/23/2005	76/359,915	07/16/2002
SUMMER GOLD	2,530,126	01/15/2002	75/436,798	02/19/1998
GULF GREEN	1,705,287	08/04/1992	74/204,022	09/16/1991
H and Design	1,714,001	09/08/1992	74/180,941	06/28/1991
BURGUNDY BOWS	3,246,571	05/29/2007	78/777,915	12/21/2005
CHERRY BON BON	3,352,054	12/11/2007	78/754,631	11/15/2005
BRINGING THE BEST OF THE WORLD'S GARDENS TO YOU	3,081,992	04/18/2006	78/509,125	11/01/2004
BAMBINO	3,230,733	04/17/2007	78/500,806	10/15/2004
PIAZZA	3,562,670	01/13/2009	78/930,262	07/14/2006
FERN CREEK	2,780,338	11/04/2003	76/359,916	01/16/2002

PETITE DELIGHT	2,803,139	01/06/2004	76/359,914	01/16/2002
AFRICAN SUN	2,710,658	04/29/2003	76/277,613	06/27/2001
ESTATE COLLECTION	2,602,180	07/30/2002	76/068,855	06/12/2000
HINES COLOR	2,622,986	09/24/2002	76/048,315	05/15/2000
GARDEN PARTY	2,451,683	05/15/2001	75/643,367	02/17/1999
MARIAN RED ROBIN	2,077,119	07/08/1997	75/067,356	03/04/1996
SIGNATURE SERIES	1,575,370	01/02/1990	73/789,010	03/27/1989
PATIO TROPICS	1,944,103	12/26/1995	74/623,486	01/20/1995
IVORY CARPET	1,948,705	01/16/1996	74/618,501	01/06/1995
FESTIVAL POT	1,943,943	12/26/1995	74/610,488	12/13/1994
CAMEO	1,865,914	12/06/1994	74/456,688	11/10/1993
PINK LEMONADE	1,775,403	06/08/1993	74/324,338	10/20/1992
LITTLE NICKY	1,764,767	04/13/1993	74/306,109	08/07/1992
BAY BREEZE	1,800,226	10/19/1993	74/263,126	04/06/1992
WINTER PRIDE	1,615,964	10/02/1990	74/018,708	01/12/1990
HINES H (and design)	1,601,244	06/12/1990	73/829,990	10/10/1989
PLUM DELIGHT	2,103,789	10/07/1997	74/612,385	12/19/1994