

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
BFN OPERATIONS LLC		06/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
BFN PROPERTIES LLC		06/20/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK
Street Address:	2100 ROSS AVENUE
Internal Address:	SUITE 1850
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3821724	NATURAL LIFE
Registration Number:	3821722	NATURAL LIFE
Registration Number:	1883820	NATURE'S PROMISE
Registration Number:	3217697	HYSTERIA
Registration Number:	3572508	FOREVER & EVER
Registration Number:	3824634	SUPER SWEET
Registration Number:	3764240	FOREVER AND EVER HYDRANGEA
Registration Number:	4089766	PLATINUM PERENNIALS
Serial Number:	85642539	DUO
Serial Number:	85642562	TRIO
Serial Number:	85642501	PARFUM DE BLOOM

OP \$290.00 3821724

**CORRESPONDENCE DATA**

Fax Number: 2147581550

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

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: Nam H. Huynh

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009125.0170
NAME OF SUBMITTER:	Nam H. Huynh
Signature:	/Nam H. Huynh/
Date:	11/21/2012

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "IP Security Agreement") dated as of June 20, 2012, is made by the Persons listed on the signature page hereof (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors") in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, "Agent").

WHEREAS, BFN OPERATIONS LLC, a limited liability company formed under the laws of the State of Delaware ("BFN Operations") and BFN PROPERTIES LLC, a limited liability company formed under the laws of the State of Delaware ("BFN Properties"; and together with BFN Operations, individually, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by any Grantor: all U.S. and foreign copyrights, associated copyright registrations and applications for copyright registrations.

(b) "Copyright License" means any and all rights now owned or hereafter acquired by any Grantor to the extent assignable by a Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent permitted by such licenses or rights.

(c) "Patents" shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: U.S. and foreign patents and patent applications, including without limitation, divisions, continuations, reissues, extensions, and continuations-in-part of the same.

(d) "Patent License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent

assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent permitted by such licenses or rights.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent permitted by such licenses or rights.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those Patents set forth on Schedule A hereto, excluding those license agreements and contracts described in Section 2(vii);

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those Trademarks set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License. excluding those license agreements and contracts described in Section 2(vii);

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those Copyrights set forth on Schedule C hereto, excluding those license agreements and contracts described in Section 2(vii);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, excluding those license agreements and contracts described in Section 2(vii);

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, excluding those license agreements and contracts described in Section 2(vii);

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting

obligations relating to, any and all of the Collateral of or arising from any of the foregoing, excluding those license agreements and contracts described in Section 2(vii); and

(vii) Notwithstanding anything to the contrary, Collateral shall not include (A) any lease, license, contract, property right or agreement (or any Grantor's rights or interests thereunder) if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408, or 8-409 of the Uniform Commercial Code (or any successor provision or provisions) or any other applicable law, constitute or result in (x) the abandonment, invalidation, or unenforceability of any right, title, or interest of any Grantor therein, or any legally effective option to purchase or similar right of a third party (other than another Grantor) thereunder, under any lease, license, contract, or agreement giving rise thereto, or (y) a breach or termination pursuant to the terms of, or a default under, or a violation of any legally enforceable provision requiring consent (which has not been obtained) of another party (other than a Grantor) to any such lease, license, contract, property right or agreement, (ii) any intent-to-use trademark applications for which no statement of use has been filed.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **License Agreements.** Each Grantor covenants and agrees to use commercially reasonable efforts to ensure that any future Copyright License, Patent License or Trademark License executed on or after the date hereof shall include language substantially similar to the following (or such other language as the Agent may agree):

“Licensee has entered into a Revolving Credit, Term Loan and Security Agreement with PNC Bank, National Association (the “Agent”), and certain lenders from time to time party thereto (as amended, extended, renewed or amended and restated from time to time, the “Credit Agreement”). Licensor hereby grants to Agent a non-exclusive license to use the [Licensed Intellectual Property] to the extent Licensee has rights therein or Agent deems it necessary or desirable in connection with the exercise of its rights and remedies, for the purpose of selling or otherwise disposing of, or dealing with, any of the assets and properties of Licensee bearing or using any of the [Licensed Intellectual Property]. Agent, on behalf of the Lenders, will pay to Licensor a royalty with respect to any sales by Agent of such assets and properties bearing or using the [Licensed Intellectual Property] based on the percentage and on the terms set forth herein as in effect on the date hereof. The use by Agent of the [Licensed Intellectual Property] shall not constitute an assumption by Agent or any Lender of any obligations. Licensor consents to Licensee granting to Agent a security interest in Licensee's rights under the License.

Agent and the Lenders are relying upon [this Agreement] in providing financing to Licensee, and [this Agreement] will be binding upon the Licensor and its successors and assigns and inure to the benefit of Agent, Lenders and their respective successors and assigns (and including any agent, lender or lenders that refinance or replace the obligations of Licensee to Agent and Lenders).”

SECTION 5. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 6. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement.


SECTION 8. **Governing Law.** THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

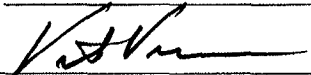
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


**GRANTORS**


**BFN OPERATIONS LLC**, a Delaware limited liability company

By:   
Name: **Ted W. Beneski**  
Title: **Chairman of the Board**

By:   
Name: **Victor L. Vescovo**  
Title: **Managing Director**

**BFN PROPERTIES LLC**, a Delaware limited liability company

By:   
Name: **Ted W. Beneski**  
Title: **Chairman of the Board**

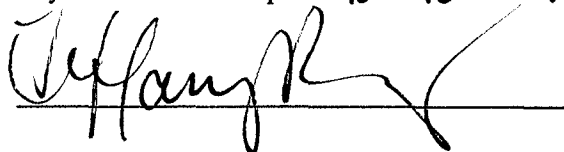
By:   
Name: **Victor L. Vescovo**  
Title: **Managing Director**

ACKNOWLEDGMENT

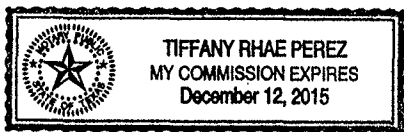
STATE OF TEXAS :  
 : SS  
COUNTY OF TARRANT :

Before me, the undersigned, a Notary Public, on this 4<sup>TH</sup> day of June, 2012, personally appeared TED N. BONOWSKI and VICTOR VESCOVO, each to me known personally, who, being by me duly sworn, did say that they are the CHAIRMAN OF THE BOARD and MANAGING DIRECTOR, respectively of each of BFN Operations LLC and BFN Properties LLC, each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said CHAIRMAN OF THE BOARD and MANAGING DIRECTOR, each acknowledged said instrument to be their free act and deed.

Notary Public  
My Commission Expires: 12-12-2015



(SEAL)





SCHEDULE A

PATENTS

None

**SCHEDULE B**  
**TRADEMARKS**

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
3821724	Natural Life and Design	7/20/2010
3821722	Natural Life	7/20/2010
1883820	Nature's Promise	3/14/1995
3217697	Hysteria	3/13/2007
3572508	Forever & Ever	2/10/2009
3824634	Super Sweet	7/27/2010
3764240	Forever and Ever Hydrangea	3/23/2010
4,089,766	Platinum Perennials	1/24/2012

Trademark Applications

<u>Trademark Application No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark Application</u>
85,642,539	Duo	June 4, 2012
85,642,562	Trio	June 4, 2012
85,642,501	Parfum De Bloom	June 4, 2012

**SCHEDULE C**  
**COPYRIGHTS**

<u>Copyright No.</u>	<u>Description of Copyright</u>	<u>Date of Copyright</u>
TX0005830814	Natural Life Guide to Landscape Plants	10/15/2003
V3504D770	Accounts Receivable System	11/28/2003
V3451D488	Accounts Receivable System	4/17/2000
TXu000247124	Accounts Receivable System	7/25/1986
VA0000898432	Natural Life Tag	2/12/1998
TXu000248169	Orbit System	7/25/1986
TX0003884577	Wholesale Price List (1994-1995)	9/6/1994
VA0000898266	Wholesale Price List (1998)	2/12/1998
TX0003632899	Wholesale Price List (1993-1994)	10/25/1993
VA0000791963	Selected for Summer Planting	5/28/1996
TX0007500492	Guide to Landscape Plants	5/24/10