

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
W. ATLEE BURPEE COMPANY		12/19/2012	CORPORATION: PENNSYLVANIA
BURPEE GARDEN PRODUCTS COMPANY, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
THREE HUNDRED PARK AVENUE REALTY, LP		12/19/2012	LIMITED PARTNERSHIP: PENNSYLVANIA
BURPEE HOLDING COMPANY		12/19/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	One South Broad Street
Internal Address:	MAC Y1375-031
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19109
Entity Type:	Financial Institution: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	3568338	AQUA-SHIELD
Registration Number:	2983316	BURPEE
Registration Number:	2711044	BURPEE
Registration Number:	3180144	BURPEE
Registration Number:	3180145	BURPEE
Registration Number:	1690412	BURPEE
Registration Number:	3280747	BURPEE GARDENS THE GARDEN YOU GREW UP WITH.
Registration Number:	2686147	BURPEE SEEDS GROW
Registration Number:	3903714	BURPEE SUPER GROWING PELLETS
Registration Number:	0609760	BURPEE'S BIG BOY

CH \$1265.00 3568338

Registration Number:	1049783	BURPEE'S BIG GIRL
Registration Number:	3577395	COLORFUSION
Registration Number:	1046386	DEEP ROOT
Registration Number:	2687685	
Registration Number:	0170785	FLORADALE
Registration Number:	2737297	FORDHOOK
Registration Number:	2510077	FORDHOOK COLLECTION
Registration Number:	2160962	FRENCH VANILLA
Registration Number:	0698319	GALAXY
Registration Number:	3482667	GREAT COMBINATIONS
Registration Number:	3544658	GROWING MINDS ONE SEED AT A TIME
Registration Number:	3801250	HAPPINESS GARDEN
Registration Number:	3994944	HERB TREE
Registration Number:	3157014	HERONSWOOD
Registration Number:	3090341	HERONSWOOD
Registration Number:	2786556	LAWNBUSTER
Registration Number:	2218043	LIFE LOCK
Registration Number:	1962275	LISIANTHUS "THE BLUE ROSE"
Registration Number:	3635292	MONEY DOESN'T GROW ON TREES, IT GROWS ON VEGETABLE PLANTS
Registration Number:	3635291	MONEY DOESN'T GROW ON TREES, IT GROWS ON VEGETABLE PLANTS
Registration Number:	3635290	MONEY GARDEN
Registration Number:	3635289	MONEY GARDEN
Registration Number:	3831383	NEW YEAR'S RESOLUTION GARDEN
Registration Number:	1962263	PRIZEWINNERS
Registration Number:	3482669	PRIZEWINNING COMBINATIONS
Registration Number:	1962261	ROLY POLY
Registration Number:	1005906	SEED 'N START
Registration Number:	3496889	SIMPLE SOLUTIONS
Registration Number:	2237928	SURE START
Registration Number:	2996203	ULTIMATE GROWING SYSTEM
Registration Number:	3556829	UNUSUALLY GREAT PLANTS
Registration Number:	3649616	UNUSUALLY GREAT PLANTS
Registration Number:	3916633	WATER MEADOW'S ORIGINAL

Registration Number:	2799946	THE COOK'S GARDEN
Registration Number:	1858773	THE COOK'S GARDEN
Serial Number:	85681849	BURPEE
Serial Number:	85662951	HONEYDIP
Serial Number:	85583798	SOW AND SHOW
Serial Number:	85568969	THE ORIGIN OF THE SPECIES
Serial Number:	85806607	BURPEE

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215.569.5619
Email: williams-k@blankrome.com
Correspondent Name: Timothy D. Pecsénye, Esquire
Address Line 1: 130 N. 18th Street
Address Line 2: One Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	107337-01191 WELLS / BURP
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	01/17/2013

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 20, 2012, by and among W. ATLEE BURPEE COMPANY, a Pennsylvania corporation ("WAB"), BURPEE GARDEN PRODUCTS COMPANY, LLC, a Delaware limited liability company ("BGP"), THREE HUNDRED PARK AVENUE REALTY, LP, a Pennsylvania limited partnership ("Realty" with WAB and BGP, collectively, the "Borrowers") and BURPEE HOLDING COMPANY, an Illinois corporation ("Parent" and collectively with the Borrowers and any other Person now or hereafter party hereto, the "Grantors" and each is individually referred to herein as a "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Amended, Restated and Consolidated Credit and Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among the Grantors and the Lender, pursuant to which the Lender has agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligation of the Lender to make loans is conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor grants to the Lender a security interest in and to the IP Collateral (as defined herein), in order to secure the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the Commonwealth of Pennsylvania; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Pennsylvania, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Borrowers” shall have the meaning assigned to such term in the preamble of this Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in Section 2 of this Agreement.

“Lender” shall have the meaning assigned to such term in the preamble of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including,

without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in paragraphs (d) and (e) of Schedule 1.1 to the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by each of the Grantors to the Lender under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;

(e) All renewals of any of the foregoing;

(f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this Section 3, each of the Grantors shall undertake (or shall cause to be undertaken, as applicable) the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all applicable renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other applicable steps reasonably necessary to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the material Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense and risk, pursue the processing and prosecution of each application for registration which is the subject of the security

interest created herein (and not abandon or delay any such efforts with respect to any material Intellectual Property).

(d) At the Grantors' sole cost, expense and risk, take any and all appropriate action which the Grantors reasonably deem necessary or actionable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list as of the Closing Date of all registered United States Copyrights owned by such Grantor, applications of such Grantor for registered United States Copyrights and all Copyright Licenses to which such Grantor is a party as of the date hereof (other than commercially available off the shelf computer programs, products or applications).

(b) **EXHIBIT B** is a true, correct and complete list as of the Closing Date of all registered United States Patents owned by such Grantor, applications of such Grantor for registered United States Patents and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list as of the Closing Date of all registered United States Trademarks owned by such Grantor, applications of such Grantor for registered United States Trademarks and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, as of the Closing Date none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to result in a Material Adverse Change. The use by such Grantor of the Intellectual Property does not infringe the rights

of any Person in any respect that could reasonably be expected to result in a Material Adverse Change. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to result in a Material Adverse Change. No Affiliate of any Grantor owns, controls, or has a right to have assigned to it, any Intellectual Property.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) Each Grantor shall give the Lender prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, or acquiring ownership of, any new Intellectual Property or filing applications for registration of any new Intellectual Property.

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(b) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii) and (iv) of Section 5(a), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(c).

(c) Each of the Grantors shall execute and deliver to Lender for recordation any and all agreements, instruments, documents and papers as the Lender may reasonably

request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. So long as no Event of Default exists, the Grantors shall have the exclusive right, in their commercially reasonable business judgement, to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Lender with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to result in a Material Adverse Change.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Lender's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure to perform or observe any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is

authorized to exercise such rights and remedies. Upon the occurrence and during the continuance of an Event of Default, the use by the Lender of all Patents, Trademarks, Copyrights, Licenses and other Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Lender to the Grantors.

SECTION 9. Lender As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of an Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of an Event of Default, to execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Credit Agreement, shall be coextensive with the Grantor's rights

thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Credit Agreement) granted to the Lender under the Credit Agreement. All provisions of the Credit Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Credit Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Continuing Agreement. This Agreement is a continuing agreement and shall continue in effect and be binding upon each of the Grantors until termination of all of the commitments of Lender under the Credit Agreement to provide any further extensions of credit and payment in full of the Obligations.

SECTION 14. Notices; Choice of Law and Venue; Jury Trial Waiver. Sections 12 and 13 of the Credit Agreement are incorporated herein by this reference as if more fully set forth herein, mutatis mutandis.

SECTION 15. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 16. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

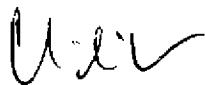
GRANTORS:

Borrowers:

W. ATLEE BURPEE COMPANY

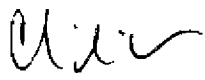
By: 
Name: Chris G. Romas
Title: President

**BURPEE GARDEN PRODUCTS COMPANY,
LLC**

By: 
Name: Chris G. Romas
Title: President

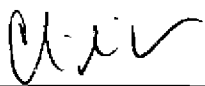
**THREE HUNDRED PARK AVENUE REALTY,
LP**

By: **THREE HUNDRED PARK
AVENUE REALTY GP, LLC**, its sole
general partner

By: 
Name: Chris G. Romas
Title: President

Guarantor:

BURPEE HOLDING COMPANY

By: 
Name: Chris G. Romas
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

Name: Richard Mahtani

Title: Vice President

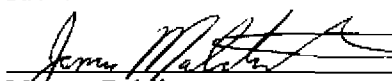
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK
REEL: 004944 FRAME: 0969**

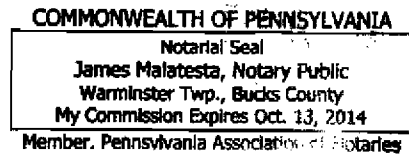
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this 19th of December, 2012, before me personally appeared Chris G. Romas, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of, W. Atlee Burpee Company, a Pennsylvania corporation and not in his individual capacity, that he signed the Intellectual Property Security Agreement pursuant to the corporate authority vested in him; that the within Intellectual Property Security Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

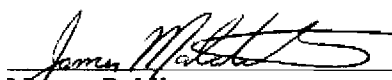

Notary Public

My Commission Expires

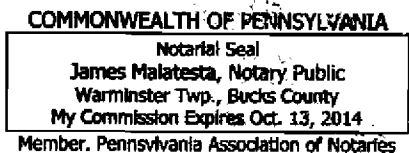


COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this 19th of December, 2012, before me personally appeared Chris G. Romas, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Burpee Garden Products Company, LLC, a Delaware limited liability company and not in his individual capacity, that he signed the Intellectual Property Security Agreement pursuant to the corporate authority vested in him; that the within Intellectual Property Security Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


Notary Public

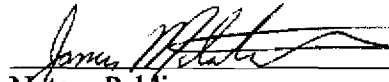
My Commission Expires



[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this 19th of December, 2012, before me personally appeared Chris G. Romas, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Three Hundred Park Avenue Realty GP, LLC, a Pennsylvania limited liability company and sole general partner of Three Hundred Park Avenue Realty, LP, and not in his individual capacity, that he signed the Intellectual Property Security Agreement pursuant to the corporate authority vested in him; that the within intellectual property security agreement is the voluntary act of such company; and he desires the same to be recorded as such.

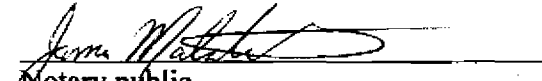

Notary Public

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
James Malatesta, Notary Public
Warminster Twp., Bucks County
My Commission Expires Oct. 13, 2014
Member, Pennsylvania Association of Notaries

On this 19th of December, 2012, before me personally appeared Chris G. Romas, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Burpee Holding Company, an Illinois corporation and not in his individual capacity, that he signed the Intellectual Property Security Agreement pursuant to the corporate authority vested in him; that the within intellectual property security agreement is the voluntary act of such company; and he desires the same to be recorded as such.


Notary public

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
James Malatesta, Notary Public
Warminster Twp., Bucks County
My Commission Expires Oct. 13, 2014
Member, Pennsylvania Association of Notaries

[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT C

List of Trademarks and Trademark Licenses

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
W. Atlee Burpee Company	AQUA-SHIELD	3568338	1/27/2009
W. Atlee Burpee Company	BURPEE	2983316	8/9/2005
W. Atlee Burpee Company	BURPEE	2711044	4/29/2003
W. Atlee Burpee Company	BURPEE & FLOWER DESIGN	3180144	12/5/2006
W. Atlee Burpee Company	BURPEE & FLOWER DESIGN	3180145	12/5/2006
W. Atlee Burpee Company	BURPEE AND DESIGN (3)	1690412	6/2/1992
W. Atlee Burpee Company	BURPEE GARDENS THE GARDEN YOU GREW UP WITH & DESIGN	3280747	8/14/2007
W. Atlee Burpee Company	BURPEE SEEDS GROW	2686147	2/11/2003
W. Atlee Burpee Company	BURPEE SUPER GROWING PELLETS	3903714	1/11/2011
W. Atlee Burpee Company	BURPEE'S BIG BOY	0609760	8/2/1995
W. Atlee Burpee Company	BURPEE'S BIG GIRL	1049783	10/5/1976
W. Atlee Burpee Company	COLORFUSION	3577395	2/17/2009
W. Atlee Burpee Company	DEEP ROOT	1046386	8/17/1976
W. Atlee Burpee Company	Design of Spanish/English	2687685	2/18/2003

1751274 v. 1
1768041 v. 1

107337.01191/12272162v.1

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
	Packet		
W. Atlee Burpee Company	FLORADALE (STYLIZED)	170785	7/24/1923
W. Atlee Burpee Company	FORDHOOK	2737297	7/15/2003
W. Atlee Burpee Company	FORDHOOK COLLECTION	2510077	11/20/2001
W. Atlee Burpee Company	FRENCH VANILLA	2160962	5/26/1998
W. Atlee Burpee Company	GALAXY	698319	5/31/1960
W. Atlee Burpee Company	GREAT COMBINATIONS	3482667	8/5/2008
W. Atlee Burpee Company	GROWING MINDS ONE SEED AT A TIME	3544658	12/9/2008
W. Atlee Burpee Company	HAPPINESS GARDEN	3801250	6/8/2010
W. Atlee Burpee Company	HERB TREE	3994944	7/12/2011
BURPEE HERONSWOOD, LTD.	HERONSWOOD	3157014	10/17/2006
BURPEE HERONSWOOD, LTD.	HERONSWOOD	3090341	5/9/2006
W. Atlee Burpee Company	LAWNBUSTER	2786556	11/25/2003
W. Atlee Burpee Company	LIFE LOCK	2218043	1/19/1999
W. Atlee Burpee Company	LISIANTHUS "THE BLUE ROSE"	1962275	3/12/1996

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107337.01191/12272162v.1

TRADEMARK
REEL: 004944 FRAME: 0973

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
W. Atlee Burpee Company	MONEY DOESN'T GROW ON TREES, IT GROWS ON VEGETABLE PLANTS	3635292	6/9/2009
W. Atlee Burpee Company	MONEY DOESN'T GROW ON TREES, IT GROWS ON VEGETABLE PLANTS	3635291	6/9/2009
W. Atlee Burpee Company	MONEY GARDEN	3635290	6/9/2009
W. Atlee Burpee Company	MONEY GARDEN	3635289	6/9/2009
W. Atlee Burpee Company	NEW YEAR'S RESOLUTION GARDEN	3831383	8/10/2010
W. Atlee Burpee Company	PRIZEWINNERS	1962263	3/12/1996
W. Atlee Burpee Company	PRIZEWINNING COMBINATIONS	3482669	8/5/2008
W. Atlee Burpee Company	ROLY POLY	1962261	3/12/1996
W. Atlee Burpee Company	SEED 'N START	1005906	3/4/1975
W. Atlee Burpee Company	SIMPLE SOLUTIONS	3496889	9/2/2008
W. Atlee Burpee Company	SURE START	2237928	4/13/1999
W. Atlee Burpee Company	ULTIMATE GROWING SYSTEM	2996203	9/13/2005
W. Atlee Burpee Company	UNUSUALLY GREAT PLANTS	3556829	1/6/2009
W. Atlee Burpee Company	UNUSUALLY GREAT PLANTS	3649616	7/7/2009

1751274 v. 1
1768041 v. 1

107337.01191/12272162v.1

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
W. Atlee Burpee Company	WATER MEADOW'S ORIGINAL	3916633	2/8/2011
W. Atlee Burpee Company	THE COOK'S GARDEN	2799946	12/30/2003
W. Atlee Burpee Company	THE COOK'S GARDEN	1858773	10/18/1994

<u>Applicant</u>	<u>Trademark Application</u>	<u>Application/Serial Number</u>
W. Atlee Burpee Company	BURPEE & Flower Design (2012)	85681849
W. Atlee Burpee Company	HONEYDIP	85662951
W. Atlee Burpee Company	SOW AND SHOW	85583798
W. Atlee Burpee Company	THE ORIGIN OF THE SPECIES	85568969
W. Atlee Burpee Company	BURPEE & Flower Design	85806607

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1768041 v. 1