

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
MONROVIA CONNECTICUT, LLC (as Grantor)		01/21/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION (as Agent)
Street Address:	500 WEST MONROE STREET
Internal Address:	SUITE 13-120
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1963615	IMPERIAL NURSERIES
Registration Number:	1856382	
Registration Number:	1716958	
Serial Number:	77568978	MOISTURE MISERS
Registration Number:	2192328	PATIO PERFECT
Registration Number:	2187810	PATIO PERFECT

CORRESPONDENCE DATA

Fax Number: 3102774730
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (310) 284-6133
 Email: jsbrown@mwe.com
 Correspondent Name: GARY B. ROSENBAUM
 Address Line 1: MCDERMOTT WILL & EMERY LLP

CH \$165.00 1963615

Address Line 2: 2049 CENTURY PARK EAST, SUITE 3800
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082829-0035
NAME OF SUBMITTER:	Gary B. Rosenbaum
Signature:	/Gary B. Rosenbaum/
Date:	01/21/2014

Total Attachments: 8
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of January 21, 2014, is made by MONROVIA CONNECTICUT, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement dated as of June 26, 2009, by and among Grantor, MONROVIA NURSERY COMPANY, a California corporation ("MNC"), MONROVIA NURSERY OF NORTH CAROLINA, LLC, a Delaware limited liability company ("Nursery"), HORTICULTURAL FARMS, INC., a Georgia corporation ("Farms"), MONROVIA GROWERS COMPANY, a California corporation ("Growers"), WIGHT NURSERIES, INC., a Georgia corporation ("Wight"), and BERRYHILL NURSERY, INC., a Georgia corporation ("Berryhill"; Berryhill, MNC, Nursery, Farms, Growers and Wight are sometimes collectively referred to herein as "Existing Grantors" and individually as an "Existing Grantor"), the other Credit Parties party thereto, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Credit Agreement"), Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Agent and Lenders to continue to extend such financial accommodations as provided for in the Credit Agreement, Grantor has agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Omnibus Joinder and Amendment to Certain Loan Documents of even date herewith by and among Grantor, the Existing Grantors, Agent and Lenders whereby Grantor becomes a "Grantor" under that certain Security Agreement dated as of June 30, 2004, executed by Existing Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless

the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a Lien upon and security interest in all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

“Grantor”

MONROVIA CONNECTICUT, LLC

By: 
Jason Matsuura
Chief Financial Officer

Agreed and Acknowledged by:

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Eric Watson
Duly Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

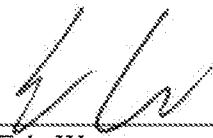
MONROVIA CONNECTICUT, LLC

By: _____
Jason Matsuura
Chief Financial Officer

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION

By:  _____
Eric Watson
Duly Authorized Signatory

SCHEDULE I

to

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

None.

(PART B)

TRADEMARKS

Monrovia Connecticut, LLC

FEDERAL REGISTERED MARKS	REGISTRATIONS NO.	REGISTRATION DATE
IMPERIAL NURSERIES	TMA477583	06/11/97
IMPERIAL NURSERIES AND DESIGN	TMA492971	04/16/98
MAN & DESIGN (MISCELLANEOUS DESIGN)	484514	10/23/97
IMPERIAL NURSERIES AND DESIGN	1963615	03/26/96
MISCELLANEOUS DESIGN	1856382	09/27/94
MISCELLANEOUS DESIGN	1716958	09/15/92
MOISTURE MISERS	Application #77/568978	
PATIO PERFECT	2192328	09/29/98
PATIO PERFECT AND DESIGN	2187810	09/08/98

COUNTRY	FOREIGN REGISTERED MARK	REGISTRATIONS NO.	REGISTRATION DATE
Canada	IMPERIAL NURSERIES	TMA477583	06/11/97
Canada	IMPERIAL NURSERIES AND DESIGN	TMA492971	04/16/98

Registered Domain Names

Domain Name	Owner	Registration Date	Expiration Date
imperialnurseries.com	Monrovia Connecticut, LLC	4/26/99	4/26/14
shrubs.com	Monrovia Connecticut, LLC	5/10/96	5/11/14

LICENSE AGREEMENTS

North American Plants, LLC dated June 12, 2006

Agricola Management Group, LLC Agreement dated July 27, 2012

Bailey Nurseries First Editions License Agreement dated January 14, 2011 (Terminated with Bailey Nurseries, September 30, 2013)

Bailey Nurseries Endless Summer License Agreement dated January 23, 2005 (Terminated with Bailey Nurseries Inc. letter dated September 30, 2013)

Ball Horticultural Company Propagation and Distribution and License Agreement dated August 1, 2011

BFN Operations, LLC Sublicense Agreement December 11, 2012

Conard-Pyle Company – Testing Agreement License, Solely for Testing Agreement dated January 30, 2012

Conard-Pyle Company – Drift Roses effective July 1, 2011

Conard-Pyle Company – Landscape Shrub Roses effective July 1, 2011

Conard-Pyle Company – Knock Out Family of Roses effective July 1, 2011

Concept Plants BV – Lady in Red, Lady in Pink signed March 6, 2013

Concept Plants BV – Zebra signed March 6, 2013

Fleming Flower Fields, Inc. Licensing Agreement signed May 25, 2011

Fleming Flower Fields, Inc. Licensing Agreement signed February 14, 2012

Itsaul Plants, LLC Licensing Agreement signed February 14, 2012

Kurt Weiss Greenhouses, Inc. Nonpropagation Statement for Grower dated May 1, 2013

LCN Holdings, Inc. Plant Patent and Trademark Master License Agreement dated February 22, 2012

Plants Nouveau, Inc. License, Solely for Testing New Varieties of Protectable Plants dated May 6, 2013

Plants Nouveau, Inc. License Agreement signed June 22, 2011

Manor View Farm, Inc. Licensing Agreement signed August 7, 2006

McCorkle Nurseries, Inc. License Agreement for Gardener's Confidence Collection effective January 1, 2013

Plant Haven, Inc. Program Agreement signed March 9, 2011

Spring Meadow Nursery, Inc. Finished Plant License Agreement dated May 25, 2012

Willoway Nurseries, Inc. License Agreement effective January 14, 2008

State of Connecticut Department of Transportation License Agreement for Wire, Pipe and/or Cable Transverse Crossing and/or Longitudinal Occupation Within Railroad Right of Way dated November 6, 2000

(PART C)

COPYRIGHTS

None.