

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM302868

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun Valley Floral Farms LLC		01/24/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Summitbridge National Investments II LLC
Street Address:	1345 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2428304	REDWOOD GROVE FRENCH TULIPS
Registration Number:	2428303	REDWOOD GROVE FRENCH TULIPS
Registration Number:	2099082	ROYAL LILIES
Registration Number:	1072337	LOVE-LILIES
Registration Number:	1359524	ORCHID-LILIES
Registration Number:	1826535	SUN VALLEY FLORAL FARMS
Registration Number:	1238664	LOVE-LILIES
Registration Number:	1255480	ORCHID LILIES
Registration Number:	4282184	SONATA LILIES
Registration Number:	2885946	THE SUN VALLEY GROUP
Registration Number:	2533415	CREATING A WORLD OF COLOR
Serial Number:	85874645	SUN VALLEY VINEYARDS

OP \$315.00 2428304

CORRESPONDENCE DATA

Fax Number: 2026823580
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2026823511
Email: mlyons@kayescholer.com
Correspondent Name: Mary Lyons
Address Line 1: 901 15th Street NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER: Mary Lyons

SIGNATURE: /Mary Lyons/

DATE SIGNED: 04/29/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Sun Valley Floral Farms, LLC, a California limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Loan Agreement, dated as of October 22, 2010 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement"), between The Sun Valley Group, Inc. and SummitBridge National Investments II LLC (together with its respective successors and assigns, the "Lender"); and

WHEREAS, pursuant to the terms of the Security Agreement (Agricultural Credit), dated as of January 27, 2006 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Security Agreement"), among Grantor and Lender (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in or other lien on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Indebtedness (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Indebtedness, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each trademark owned by Grantor, including, without limitation, each trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark;

(ii) each trademark license to which Grantor is a party and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark referred to in Schedule 1 hereto, or licensed by Grantor under any trademark license, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

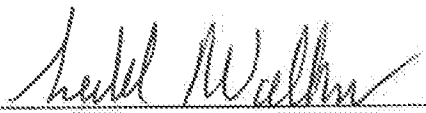
Except to the extent permitted in the Security Agreement or the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27th day of January, 2014.

SUN VALLEY FLORAL FARMS, LLC

By: 
Name: Todd Walker
Title: Secretary

ACKNOWLEDGED:

**SUMMITBRIDGE NATIONAL
INVESTMENTS II LLC**

By: _____ 

Name:

Title:

**Glenn P. Cummins
Treasurer**

[Signature Page to Trademark Security Agreement (SVFF - Loan Agreement)]

**TRADEMARK
REEL: 005274 FRAME: 0281**

SCHEDULE 1
to
Trademark Security Agreement

UNITED STATES TRADEMARKS:

Registrations:

Owner	Mark	Reg. Date	Reg. No.
Sun Valley Floral Farms, LLC	REDWOOD GROVE FRENCH TULIPS AND DESIGN	2/13/2001	2,428,304
Sun Valley Floral Farms, LLC	REDWOOD GROVE FRENCH TULIPS	2/13/2001	2,428,303
Sun Valley Floral Farms, LLC	ROYAL LILIES AND DESIGN	9/23/1997	2,099,082
Sun Valley Floral Farms, LLC	LOVE-LILIES	8/30/1977	1,072,337
Sun Valley Floral Farms, LLC	ORCHID-LILIES	9/10/1985	1,359,524
Sun Valley Floral Farms, LLC	SUN VALLEY FLORAL FARMS AND DESIGN	3/15/1994	1,826,535
Sun Valley Floral Farms, LLC	LOVE-LILIES AND DESIGN	5/17/1983	1,238,664
Sun Valley Floral Farms, LLC	ORCHID-LILIES AND DESIGN	10/25/1983	1,255,480
Sun Valley Floral Farms, LLC	SONATA LILIES	1/29/2013	4,282,184
Sun Valley Floral Farms, LLC	THE SUN VALLEY GROUP & DESIGN	9/21/2004	2,885,946
Sun Valley Floral Farms, LLC	CREATING A WORLD OF COLOR	1/29/2002	2,533,415

Applications:

Owner	Mark	File Date	App. No.
Sun Valley Floral Farms LLC	SUN VALLEY VINEYARDS	3/13/2013	85/874645