

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312813

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SummitBridge National Investments II LLC		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Sun Valley Floral Farms, LLC c/o The Sun Valley Group, Inc.
<b>Street Address:</b>	3160 Upper Bay Road
<b>City:</b>	Arcata
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95521
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

## 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	O 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

## CORRESPONDENCE DATA

Fax Number: 2128366337

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

Phone: (212) 836-7319

Email: psomelofske@kayescholer.com

Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

Address Line 1: 425 Park Avenue

TRADEMARK

900297176

REEL: 005336 FRAME: 0068

CH \$315.00 2428304

**Address Line 2:** 16-06  
**Address Line 4:** New York, NEW YORK 10022-3598

**ATTORNEY DOCKET NUMBER:** 59925-0002-05948

**NAME OF SUBMITTER:** Paul J. Somelofske

**SIGNATURE:** /Paul J. Somelofske/

**DATE SIGNED:** 08/04/2014

**Total Attachments: 5**

source=Trademark Release - Sun Valley Floral Farms LLP - Final August 1#page1.tif  
source=Trademark Release - Sun Valley Floral Farms LLP - Final August 1#page2.tif  
source=Trademark Release - Sun Valley Floral Farms LLP - Final August 1#page3.tif  
source=Trademark Release - Sun Valley Floral Farms LLP - Final August 1#page4.tif  
source=Trademark Release - Sun Valley Floral Farms LLP - Final August 1#page5.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 1, 2014, is made by SummitBridge National Investments II LLC ("Grantee").

**WITNESSETH:**

WHEREAS, Sun Valley Floral Farms, LLC, a California limited liability company (the "Grantor"), is a party to the Guarantee and Collateral Agreement, dated as of January 27, 2014 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Collateral Agreement"), made by the Grantor and the other grantors party thereto in favor of Grantee;

WHEREAS, pursuant to (i) the Collateral Agreement and (ii) the Trademark Security Agreement, dated as of January 27, 2014 (the "Trademark Security Agreement"), made by the Grantor in favor of Grantee, the Grantor granted a security interest (the "Security Interest") to the Grantee in the Trademark Collateral (as defined in the Trademark Security Agreement), including in the trademark registrations and applications listed on Annex A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 29, 2014 at Reel 5269 and Frame 0674; and

WHEREAS, Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, but solely to the extent its Security Interest in the Trademark Collateral was granted pursuant to the Collateral Agreement and the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, but solely to the extent its Security Interest in the Trademark Collateral was granted pursuant to either or both of the Collateral Agreement and the Trademark Security Agreement.

2. Further Assurances. The Grantee hereby agrees, at the Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the release of the Security Interest contemplated hereby.

3. Acknowledgement. Grantor hereby acknowledges, agrees and confirms that (i) this termination, release and discharge of the security interest granted to Grantee in the

Trademark Collateral applies solely to the security interest granted to Grantee in the Trademark Collateral pursuant to the Collateral Agreement and the Trademark Security Agreement and (ii) Grantee has, and shall continue to have, security interests in the Trademark Collateral granted by Grantor pursuant to (x) the Amended and Restated Guaranty and Security Agreement, dated as of or about the date hereof (as amended, restated or modified from time to time, the “Term Security Agreement”), among the Grantor, Grantor’s affiliates party thereto and the Grantee, amending and restating in its entirety the Original Guaranty and Security Agreements (as defined in the Term Security Agreement) and (y) the Trademark Security Agreement, dated as January 27, 2014, made by the Grantor in favor of Grantee in connection with the Original Guaranty and Security Agreements, which security interests are not being terminated and remain perfected and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SUMMITBRIDGE NATIONAL INVESTMENTS  
II LLC, as Grantee

By: \_\_\_\_\_  
Name: CONSTANTINE M. DAKOLIAS  
Title: PRESIDENT

ACKNOWLEDGED AND AGREED:

SUN VALLEY FLORAL FARMS, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release  
by its duly authorized officer as of the date first above written.

SUMMITBRIDGE NATIONAL INVESTMENTS  
II LLC, as Grantee

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED:

SUN VALLEY FLORAL FARMS, LLC as Grantor

By: \_\_\_\_\_  
Name: *Lane DeVries*  
Title: *CEO*

[Signature Page to Trademark Release - Sun Valley Floral Farms]

**Schedule A**

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Owner</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
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:

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