

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sun Valley Group, Inc.		08/01/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2557028	SUN PACIFIC BOUQUET	
Registration Number:	2557013	SUN PACIFIC BOUQUET	
Registration Number:	3233943	LOST COAST LILIES	
Registration Number:	3977469	DUBLET	
Registration Number:	3897062	LILYTOPIA	
Serial Number:	86209415	STARGAZER BARN	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>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.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438-0526		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	08/08/2014		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of August, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of August 1, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among The Sun Valley Group, Inc., Pleasant Valley Flowers, Inc., and Sun Valley Floral Farms Niagara Inc., as borrowers (collectively, the "Borrowers"), and Wells Fargo, Wells Fargo has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Wells Fargo, for the benefit of itself as Lender and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Schedule 1.1(d) of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Wells Fargo, for the benefit of itself as Lender and each of the Bank Product Providers, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code, or in the case of a Canadian Grantor, the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security

Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Wells Fargo, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Wells Fargo, for the benefit of itself as Lender and the Bank Product Providers, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Wells Fargo with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Wells Fargo unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Wells Fargo's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION SET FORTH IN SECTION 13 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

THE SUN VALLEY GROUP, INC.

By: 

Name:

Title:

Lane P. Vries
CEO

WELLS FARGO:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____

Name:

Title:

DB2/25237832

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

THE SUN VALLEY GROUP, INC.

By: _____

Name:

Title:

WELLS FARGO:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: _____

Name:

Title:

Suprema Cole
Suprema Cole
VP, Underwriter

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DB2/ 25237832

**TRADEMARK
REEL: 005340 FRAME: 0083**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
The Sun Valley Group, Inc.	Canada	SUN PACIFIC BOUQUET	TMA605425	3/16/2004
The Sun Valley Group, Inc.	United States	SUN PACIFIC BOUQUET	2,557,028	4/2/2002
The Sun Valley Group, Inc.	Canada	SUN PACIFIC BOUQUET AND DESIGN	TMA605426	3/16/2004
The Sun Valley Group, Inc.	United States	SUN PACIFIC BOUQUET AND DESIGN	2,557,013	4/2/2002
The Sun Valley Group, Inc.	United States	LOST COAST LILIES LOGO	3,233,943	4/24/2007
The Sun Valley Group, Inc.	United States	DUBLET	3,977,469	6/14/2011
The Sun Valley Group, Inc.	United States	LILYTOPIA	3,897,062	12/28/2010
The Sun Valley Group, Inc.	United States	STARGAZER BARN	86/209,415	3/3/2014

Trade Names

Sun Valley Floral Farms
Pleasant Valley Flowers
Sun Pacific Bouquet
SVFF
PVFI
SPB
Sun Valley
Pleasant Valley

Sun Pacific
West Coast Evergreen
Redwood Grove French Tulips

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None