

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Valley Floral Farms, LLC		08/01/2014	LIMITED LIABILITY COMPANY: 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: 11			
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	
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		
		TRADEMARK	

CH \$290.00 2428304

ATTORNEY DOCKET NUMBER:	058438-0526
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	08/08/2014

Total Attachments: 7

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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").

WITNESSETH:

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, Wells Fargo and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Wells Fargo, for the benefit of itself as Lender and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 1, 2014, by and among Arcata Land Company, LLC, Arcata Bottoms Land Company, LLC, Oxnard Land Company, LLC, Sun Valley Floral Farms, LLC, and Wells Fargo (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security 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 Secured 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 SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured 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 Guaranty and Security 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 Guaranty and Security 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 Guaranty and Security Agreement, the Guaranty and Security 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 25 OF THE GUARANTY AND SECURITY

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:

SUN VALLEY FLORAL FARMS, LLC

By:

Name: *Cane DeVries*
Title: *CEO*

WELLS FARGO:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:

Name: _____
Title: _____

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[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:

SUN VALLEY FLORAL FARMS, LLC

By: _____

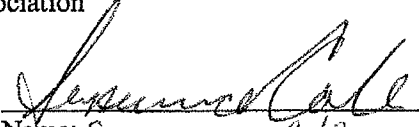
Name:

Title:

WELLS FARGO:

ACCEPTED AND ACKNOWLEDGED BY:

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

By: 

Name: *Supriya Cde*

Title: *VA, Underwriter*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

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

Sun Valley Floral Farms, LLC	United States	CREATING A WORLD OF COLOR	2,533,415	1/29/2002
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Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None