

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perennials, Inc.		06/25/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	1445 Ross Avenue		
Internal Address:	3rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2744318	SEE SEA	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	42575.100081		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		

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**TRADEMARK
 REEL: 004242 FRAME: 0866**

Date:

07/15/2010

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Perennials, Inc. ("Grantor") owns the trademarks listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and Wells Fargo Bank, National Association ("Secured Party") are parties to that certain Credit Agreement dated as of June 25, 2010 (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 25, 2010 (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), between Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all obligations under the Loan Documents (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party 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 created or acquired:

- (1) each trademark, including, without limitation, the trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, including, without limitation, the trademarks referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademarks referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25 day of June, 2010.

Acknowledged:

GRANTOR:

PERENNIALS, INC.

By: 

David Sutherland
Secretary

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Julia Harman
Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25 day of June, 2010.

Acknowledged:

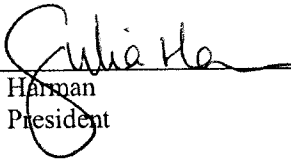
GRANTOR:

PERENNIALS, INC.

By: _____
David Sutherland
Secretary

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Julia Harman
Vice President

Schedule 1
to Trademark
Security Agreement

Mark	Owner	Serial or Reg. No.
SEE SEA	Perennials, Inc.	2744318