

08-14-2002



102189652

To the Honorable Commissioner of Patents and Trademarks: Please return the attached original document or copy thereof.

1. Name(s) of conveying party(ies):

- 1) HARRIS TRUST AND SAVINGS BANK
- 2)
- 3)
- 4)
- 5)
- 6)

08.12.02

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other RELEASE AND REASSIGNMENT OF PATENTS

Execution Dates:

- 1) AUGUST 1, 2002
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____

2. Name and address of receiving party:

Name: BRIGGS NURSERY, INC.

Internal Address: _____

Street Address: 22 BATTERYMARCH STREETCity BOSTON State MASSACHUSETTSZip: 02109Additional names & addresses attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

If this document is being filed together with a new application,
the execution date of the application is _____

A. Patent Application No(s).

B. Patent No(s).

10388
5,212,904

Additional numbers attached?

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PERKINS COIE LLPInternal Address: PATENT-SEASTEPHEN E. ARNETTStreet Address: P.O. Box 1247City: SEATTLE State: WA ZIP: 98111-1247

08/13/2002 DBYRNE 00000090 5212904

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FP-581 80.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

STEPHEN E. ARNETT

Name of Person Signing

Signature

AUGUST 7, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5RECEIVED
SECTION
AUG 14 2002

DO NOT USE THIS SPACE

RELEASE AND REASSIGNMENT OF PATENTS

THIS RELEASE AND REASSIGNMENT dated August 2, 2002 by Harris Trust and Savings Bank, as Agent as hereinafter described;

WITNESSETH:

A. Harris Trust and Savings Bank, an Illinois banking corporation, as Agent (the "*Assignee*"), with a mailing address of 111 West Monroe Street, Chicago, Illinois 60603, and Briggs Nursery, Inc., a Washington corporation, (the "*Assignor*") with a mailing address of 22 Batterymarch Street, Boston, Massachusetts 02109, are parties to a certain Patent Collateral Agreement dated January 24, 2002, which was recorded in the United States Patent and Trademark Office on February 1, 2002, at Reel 012539, Frame 0170 (the "*Agreement*"), pursuant to which, among other things, the Assignor granted a security interest in and collateral assignment of its patents listed on Schedule A-1 attached hereto and certain other property described therein (collectively, the "*Patents*") as security for the indebtedness, obligations and liabilities owing by the Assignor to the Assignee under that certain Security Agreement dated as of September 14, 1999, by and among the Assignor and the Assignee (herein, the "*Security Agreement*").

B The Assignor has requested that the Assignee release its security interests in the Patents and reassign the same to the Assignor, and the Assignee is willing to do so on the terms and conditions herein set forth.

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


The Assignee hereby releases its security interests in and collateral assignment of, and reassign, grant and convey to the Assignor, without any representation, warranty, recourse or undertaking by the Assignee, all of their right, title and interest, if any, in and to:

(i) Each Patent and each patent application listed on Schedule A-1 attached hereto and made a part hereof, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and

(ii) The goodwill of the business to which each of the Patents relates.

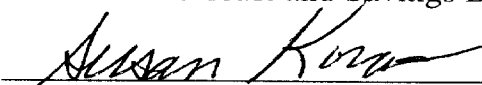
IN WITNESS WHEREOF, the Assignee has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Name Sandra J. Sanders
Title Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

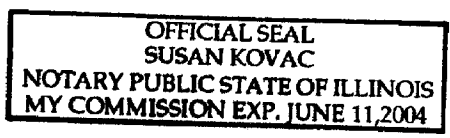
On this 1st day of August, 2002 before me personally appeared Sandra J. Sanders to me known to be the individual who executed the foregoing instrument and acknowledged to me that she executed the same as the duly authorized officer of Harris Trust and Savings Bank, as Agent as set forth above.



Notary Public
Cook County, Illinois

My Commission Expires:

June 11, 2004



SCHEDULE A-1
TO PATENT COLLATERAL AGREEMENT

U.S. Patents

TITLE	PATENT NUMBER	PATENT DATE
Rhododendron plant named 'Northern Starburst'	10388	05/12/98
Fertilizing Apparatus	5,212,904	05/25/93

1382887.01.03

RECORDED: 08/12/2002

PATENT
REEL: 013177 FRAME: 0479