

05-18-2000



FORM PTO-1 24

101360395

Docket No. 27366/VGG/H320

*MKD. W
5-1*

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

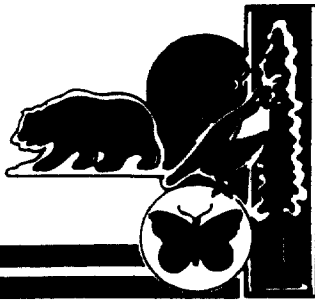
Post Office Box 7068
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): Hines Nurseries, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other <input checked="" type="checkbox"/> Exists Under Laws of California</p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Hines Horticulture, Inc.</p> <p>Street Address: 12621 Jeffrey Road Irvine, California 92720-2199</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Exists Under Laws of California</p>
<p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: September 7, 1995</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: No</p> <p>(Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? No</p>
<p>4. A. Trademark Application No.(s)</p> <p>05/18/2000 JSNDBAZZ 00000021 1977371 01 FC:481 40.00 OP</p>	<p>4. B. Trademark Registration No.(s) 1,977,371</p> <p>Additional numbers attached? No</p>
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Vincent G. Gioia</p>	<p>6. Total number of applications or registrations involved..... 1</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p> <p>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.</p> <p>Date: April 24, 2000</p> <p>By <u><i>Vincent G. Gioia</i></u> Name: Vincent G. Gioia 626/795-9900</p> <p><small>I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231 ON <u>4-24-00</u> <u><i>Vincent G. Gioia</i></u> (DATE SIGNED)</small></p>	<p>Total number of pages including cover sheet, attachments, and document: 13</p>

VGG/ydm

YDM IRV1035457.1*-4/24/00 12:00 PM



State
of
California
SECRETARY OF STATE

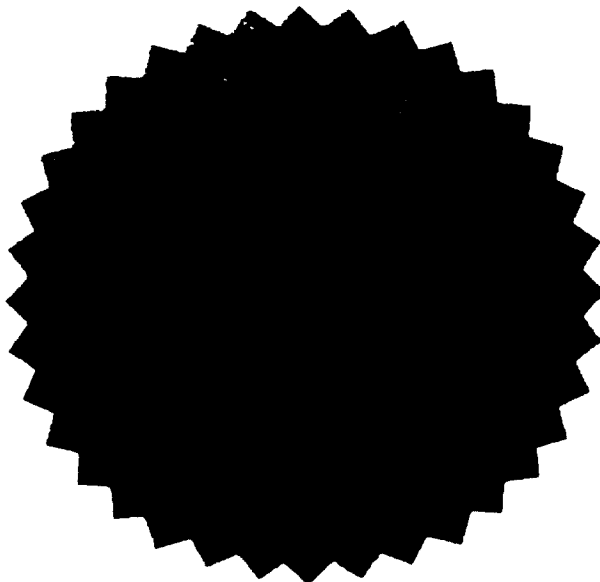
HINES HORTICULTURE, INC.

I, *BILL JONES*, Secretary of State of the State of California,
hereby certify:

That the annexed transcript was prepared by and in
this office from the record on file, of which it purports to
be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

APR 12 1996



Bill Jones

Secretary of State

NCTD

4466326

FILED
In the office of the Secretary of State
of the State of California
SEP 19 1995

1513200 Juv

AGREEMENT AND PLAN OF MERGER

Bill Jones
Secretary of State

AGREEMENT AND PLAN OF MERGER dated as of September 7th 1995 (the "Merger Agreement"), by and among Hines Nurseries Inc., a California corporation ("Hines") and each of the following wholly-owned subsidiaries of Hines: i) Agri Holdings Inc., a Nevada corporation ("Agri"); ii) Oregon Garden Products Inc., a Nevada corporation ("OGP"); and iii) Gaston-Fulshear Corporation, a Texas corporation ("Gaston") (Agri, OGP and Gaston are collectively referred to herein as the "Subsidiaries"). Hines and the Subsidiaries are sometimes collectively referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the authorized capital stock of Agri consists of 5,000,000 shares of Common Stock, par value \$0.01 per share, of which 2,460,000 shares are issued and outstanding, fully paid and nonassessable (the "Agri Common") and 10,000,000 shares of Preferred Stock, par value \$0.01 per share, of which 8,000,000 shares are issued and outstanding, fully paid and nonassessable (the "Agri Preferred"). Agri Common and Agri Preferred shares are collectively referred to herein as the "Agri Shares";

WHEREAS, the authorized capital stock of OGP consists of one thousand (1,000) shares of Common Stock, par value \$0.01 per share, of which one hundred (100) shares are issued and outstanding, fully paid and nonassessable (the "OGP Common") and one hundred thousand (100,000) shares of Preferred Stock, par value \$0.01 per share, of which twenty-five thousand (25,000) shares are issued and outstanding, fully paid and nonassessable (the "OGP Preferred"). OGP Common and OGP Preferred are collectively referred to herein as the "OGP Shares";

WHEREAS, the authorized capital stock of Gaston consists of one hundred thousand (100,000) shares of Common Stock, par value \$0.01 per share, of which one hundred thousand (100,000) shares are issued and outstanding, fully paid and nonassessable (the "Gaston Shares");

WHEREAS the Agri Shares, the OGP Shares and Gaston Shares are collectively referred to herein as the "Subsidiaries Shares";

WHEREAS, Hines desires to merge the Subsidiaries with and into itself;

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable that the Subsidiaries merge with and into Hines and that Hines continue as the surviving corporation, upon the terms set forth herein and in accordance with the laws of the States of California, Nevada and Texas (the "Merger"), and that the Subsidiaries Shares shall be cancelled upon consummation of the Merger as set forth herein; and

HRF-19.TGG

WHEREAS, the respective Boards of Directors of the Constituent Corporations have, by resolutions duly approved and adopted the provisions of this Merger Agreement, as the merger agreement required by Section 1101 of the General Corporation Law of the State of California (the "California Law"); as the plan of merger required by Section 78.451 of the General Business Corporation Law of the State of Nevada (the "Nevada Law") and as the plan of merger required by Article 5.01 of the Business Corporation Act of the State of Texas (the "Texas Law"); and Hines is the sole holder of the Subsidiaries Shares and has approved the Merger contemplated by the Merger Agreement as required by Sections 1101 and 152 of the California Law, Section 78.453 of the Nevada Law and Article 5.03 of the Texas Law.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

Effect of the Merger; Manner and Basis of Converting and Cancelling Shares

Section 1.1. At the Effective Time (as hereinafter defined), the Subsidiaries shall be merged with and into Hines, the separate corporate existence of the Subsidiaries (except as may be continued by operation of law) shall cease, and Hines shall continue as the surviving corporation, all with the effects provided by applicable law. Hines in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

Section 1.2. At the Effective Time, each of the Subsidiaries Shares issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Subsidiaries, Hines or any other person, be cancelled and no cash or securities or other property shall be payable to Hines in respect thereof.

Section 1.3. At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of the Subsidiaries; and all rights, privileges, immunities and franchises of the Subsidiaries and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to the Subsidiaries shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and title to any real estate, or any interest therein, vested in the Subsidiaries shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of the Subsidiaries and any claim existing or action or proceeding pending by or against the Subsidiaries may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be substituted in its place; all with the effect set forth in Section 1101 of the California Law, Section 78.459 of the Nevada Law and Article 5.06 of the Texas Law. The authority of the officers of the Subsidiaries

shall continue with respect to the due execution in the name of each respective corporation of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Nevada Law, Texas Law or any contract to which the Subsidiaries were a party or this Merger Agreement.

Section 1.4. Article One of the Articles of Incorporation of the surviving corporation is amended to read as follows:

One: The name of the corporation is HINES HORTICULTURE, INC.

ARTICLE 2

Effective Time

Section 2.1. Upon fulfillment or waiver of the conditions specified in Article 4 hereof, Hines shall cause a Certificate of Approval of Agreement of Merger to be executed and delivered for filing with the Secretary of State of the State of California, all as provided in and in accordance with Section 1103 of the California Law (the "Hines Certificate of Merger").

Section 2.2. Upon fulfillment or waiver of the conditions specified in Article 4 hereof, Agri shall cause the Articles of Merger to be executed and delivered for filing to the Secretary of State of the State of Nevada, all as provided in and in accordance with Section 78.458 of the Nevada Law (the "Agri Articles of Merger").

Section 2.3. Upon fulfillment or waiver of the conditions specified in Article 4 hereof, OGP shall cause Articles of Merger to be executed and delivered for filing to the Secretary of State of the State of Nevada, all as provided in and in accordance with Section 78.458 of the Nevada Law (the "OGP Articles of Merger").

Section 2.4. Upon fulfillment or waiver of the conditions specified in Article 4 hereof, Gaston shall cause Articles of Merger to be executed and delivered for filing to the Secretary of State of the State of Texas, all as provided in and in accordance with Article 5.04 of the Texas Law (the "Gaston Articles of Merger").

Section 2.5. The Merger shall become effective on September 19, 1995, the date of filing of the Hines Certificate of Merger, Agri Articles of Merger, OGP Articles of Merger and the Gaston Articles of Merger, as provided by applicable law (the "Effective Time").

ARTICLE 3

Articles of Incorporation and By-laws; Board of Directors

Section 3.1. The Articles of Incorporation of Hines as in effect at the Effective Time shall govern the Surviving Corporation, except for the change of name to Hines Horticulture, Inc., until it shall be amended as provided by law.

Section 3.2. The By-laws of Hines as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Directors or the stockholder of the Surviving Corporation, shall govern the Surviving Corporation.

Section 3.3. The members of the Board of Directors and the officers of Hines holding office immediately prior to the Effective Time shall be the members of the Board of Directors and the officers (holding the same positions as they held with Hines immediately prior to the Effective Time) of the Surviving Corporation and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the By-laws of the Surviving Corporation.

ARTICLE 4

Conditions

Section 4.1. The respective obligations of each of the Subsidiaries and Hines to consummate the Merger under this Merger Agreement is subject to the fulfillment of the following conditions:

(a) At the option of the Subsidiaries or Hines, any third party consents which are required in order to avoid a breach, violation, conflict or default under any agreement, contract, statute, rule or regulation shall have been obtained;

(b) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal; and

(c) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall have been issued and shall remain in effect.

ARTICLE 5

Miscellaneous

Section 5.1. This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Section 5.2. The internal law, not the law of conflicts, of the State of California will govern all questions concerning the construction, validity and interpretation of this Merger Agreement, except so far as the corporate law of the States of Nevada and Texas applies to the Merger.

Section 5.3. This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

Hines Nurseries Inc.,
a California corporation

By: *S.P. Duggan*
Its: President

By: *Kenneth R. Brown*
Its: Secretary

Agri Holdings Inc.,
a Nevada corporation

By: *Joan Allen*
Its: President

By: *P.H. Hunt*
Its: Secretary

Oregon Garden Products Inc.,
a Nevada corporation

By: *Joan Allen*
Its: President

By: *P.H. Hunt*
Its: Secretary

Gaston-Fulshear Corporation,
a Texas corporation

By: John Allen

Its: President

By: P. K. [Signature]

Its: Secretary

HINES NURSERIES INC.

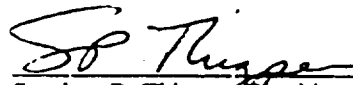
CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Stephen P. Thigpen and Kenneth A. Corman hereby state and certify that:

1. They are President and Secretary, respectively of Hines Nurseries Inc., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors and Shareholders of the Corporation (the "Merger Agreement").
3. There is only one class of shares and the total number of outstanding shares is 1,125,000.
4. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
5. The principal terms of the Merger Agreement in the form attached hereto were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Los Angeles, in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on September 7th, 1995



Stephen P. Thigpen, President



Kenneth A. Corman, Secretary

GASTON-FULSHEAR CORPORATION

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Douglas D. Allen and Paul R. Wood hereby state and certify that:

1. They are the President and Secretary, respectively of Gaston-Fulshear Corporation, a Texas corporation (the "Corporation").
2. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors and shareholders of the Corporation (the "Merger Agreement").
3. There is only one class of shares and the total number of outstanding shares 100,000.
4. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
5. The principal terms of the Merger Agreement in the form attached hereto were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Los Angeles, in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on September 7th, 1995.



Douglas D. Allen, President



Paul R. Wood, Secretary

OREGON GARDEN PRODUCTS INC.

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Douglas D. Allen and Paul R. Wood hereby state and certify that:

1. They are the President and Secretary, respectively of Oregon Garden Products Inc., a Nevada corporation (the "Corporation").
2. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors and shareholders of the Corporation (the "Merger Agreement").
3. There are two classes of shares and the total number of outstanding shares are as follows: one hundred shares of common stock and 25,000 shares of Preferred Stock.
4. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
5. The principal terms of the Merger Agreement in the form attached hereto were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Los Angeles, in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on September 7th, 1995.



Douglas D. Allen, President



Paul R. Wood, Secretary

AGRI HOLDINGS INC.

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Douglas D. Allen and Paul R. Wood hereby state and certify that:

1. They are the President and Secretary, respectively of Agri Holdings Inc., a Nevada corporation (the "Corporation").
2. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors and shareholders of the Corporation (the "Merger Agreement").
3. There are two classes of shares and the total number of outstanding shares are as follows: 2,460,000 shares of common stock and 8,000,000 shares of Preferred Stock.
4. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
5. The principal terms of the Merger Agreement in the form attached hereto were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Los Angeles in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on September 7th, 1995.



Douglas D. Allen, President



Paul R. Wood, Secretary

HH-25.TG3