

12-28-1998

12-23-98

Form PTO-1594
1-31-92



100929955

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
American Florist Supply, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State: Massachusetts
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bankers Trust Company
 Internal Address: _____
 Street Address: One Bankers Trust Plaza, 130 Liberty Street
 City: New York State: New York ZIP: 10006

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- New York
 Other _____

RECEIVED
 DEC 23 AM 11 26
 OPR/FINANCE

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 2, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

2,033,199
2,086,488

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

Name: Kimberly Miller
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

12/28/1998 SSMITH 00000051 2033199
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

DO NOT USE THIS SPACE

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.

Kimberly V. Miller
 Name of Person Signing

[Signature]
 Signature

12/23/98
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, American Florist Supply, Inc. a Massachusetts corporation (the "Assignor") with principal offices at 200 Wildwood Street, Woburn, Massachusetts 01801, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors party thereto and the Assignee, dated as of October 16, 1997 and amended and restated as of October 2, 1998 (as further amended from time to time the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the

Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

U.S. AND FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Filing Date</u>
THE FRESH CUT	2,033,199	1/21/97
JOHNSON'S FARM DIRECT	2,086,488	8/5/97

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 1 day of Oct, 98.

AMERICAN FLORIST SUPPLY, INC.,
as Assignor

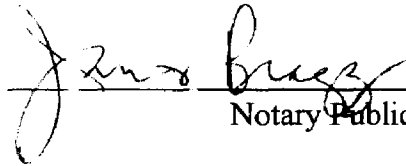
By Raymond A. And
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent and Assignee

By David J. Bell
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1 day of Oct, 98 before me personally came Raymond Anderson, who being duly sworn, did depose and say that [s]he is Authorized Signatory of American Florist Supply, Inc. that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said Corporation.

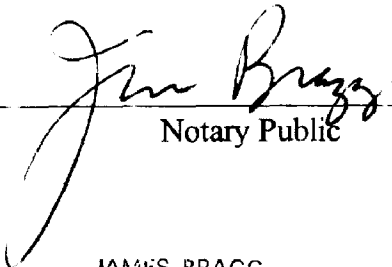


Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 01BR6905423
Qualified in New York County
Commission Expires April 13, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1 day of Oct, 98 before me personally came David Bell who,
being by me duly sworn, did state as follows: that [s]he is V.P. of Bankers Trust
Company, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of
said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000