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101279988

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

1. Name of conveying party(ies):

Fleet Capital Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

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

Name: Shemin Nurseries, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1081 King St.

City: Greenwich State: CT ZIP: 06830

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State CT
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: January 28, 2000

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

-See attached schedule-

Additional numbers attached?  Yes  No

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

Name: Chiann Bao

Internal Address: Cravath, Swaine and Moore

Street Address: 825 Eighth Ave.

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): ..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/02/2000 DC0ATES 00000011 1260303

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 BP  
50.00 BP

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.

*Chiann Bao*

TRADEMARK  
February 4, 2000  
REEL: 002028 FRAME: 0339

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,260,303	12/06/83	DESIGN MARK
1,306,272	11/20/84	DESIGN MARK
1,307,902	12/04/84	DESIGN MARK

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of Jan 24, 2000 ("**Effective Date**") by and between Shemin Nurseries, Inc., a Delaware corporation, with its principal office at 1081 King St., Greenwich, Connecticut 06830 ("**Grantor**"), and Fleet Capital Corporation, a Rhode Island corporation, with its principal office at 15260 Ventura Blvd., Suite 1200, Sherman Oaks, California 91403 ("**Grantee**").

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and Grantee dated \_\_\_\_\_ (the "**Security Agreement**"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor (collectively, the "**Trademarks**"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith;

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on March 5, 1997, at Reel 1569, Frame 0650;

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedules A (attached hereto), in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

FLEET CAPITAL CORPORATION

Mark D. Newlin

Name: MARK D. NEWLIN

Title: S.V.P.

STATE OF California )  
COUNTY OF Los Angeles ) SS.

On this 27<sup>th</sup> day of January, ~~2000~~ there appeared before me Mark Newlin personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Senior Vice Pres. - Fleet Capital Corp.

Merly D. Dee  
Notary Public



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