FORM PTO-1594 MR. D RECC III	U6-07-2000 U.S. DEPARTMENT OF COMMERCE
1.31.62 (6/1/00 T	Patent and Trademan Office
To the Honorable Commissioner of Patents and Te	101343943 documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(les):
Van Bloem, Inc. 1295 Bluegrass Lakes Parkway	Name: Wachovia Bank, N.A.
Alpharetta, Georgia 30201	Internal Address:
	Sime Address: 191 Peachtree Street
☐ Individual(s) ☐ Association☐ Concret Partnership☐ ☐ Limited Partnership☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	A . 1
™Corporation-State Minnesota	
Other   Additional name(s) of conveying party(ies) attached?   Yes   X	U Individual(s) citizenship    No
3. Nature of conveyance:	☐ General Partnership ☐ Limited Partnership
☐ Assignment ☐ Merger	Corporation-State
Security Agreement Change of Name	If assignce is not domicited in the United States, a domestic representative
Other	designation is attached: U Yes IXI No (Designation must be a separate document from Assignments
Execution Date: May 2, 2000	Additional name(s) & address(es) attached?
4. Application number(s) or registration number(s):	See attached schedule
A. Trademari. Application No.(s)	B. Trademark registration No.(s)
Additional numi	2020, 448 Exercis attached? $X$ Yes $No$
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 6
Name: Pamela Allen	
Internal Address: King & Spalding	7. Total fee (37 CFR 3.41): 5 165.00
	X Enclosed \$120 expedited fee
	Authorized to be charged to deposit account
Sirect Address: 191 Peachtree Street	8. Deposit account number:
City: Atlanta State: GA ZIP .30303	(Attach duplicate copy of this page if paying by deposit account)
DO NOT U	SE THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing infor	mation is true and correct and any ottached copy is a true copy
of the original document.  Pamela A. Allen	a allen DENTER 5/9/00
Name of Person Signing	Signature Date
• •	-
OMB No. 0651-0011 (exp. 4/94)	Total number of pages comprising cover sheet: 6
	ch this portion
Mail documents to be recorded with required cover sheet in DCDATES 00000221 2020448	ormation to:
Dan A.	tents and Trademarks
120.00 Op Washington	s, D.C. 20231
Public burden reporting for this sample cover so document to be recorded, including time for review and completing and reviewing the sample cover she to the U.S. Patent and Trademark Office, Office of D.C. 20231, and to the Office of Management and Burney 1988.	ing the document and gathering the data needed.  It. Send comments regarding this burden estimate  Information Systems PK2-1000C Washington

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# Attachment 1

# Item A. Trademarks.

# Mark

# Registration Number/Registration Date

Van Bloem GardensReg. No.: 2,020,448Van Bloem'sReg. No.: 1,433,156Van Bloem's Sterling CollectionReg. No.: 1,681,361Van Bloem's Sleeping BeautyReg. No.: 1,888,746Van Bloem GardensReg. No.: 333,333,203Dutch Mill (Design)Reg. No.: 1,197,551

# Item B. Trademark Licenses.

None

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of May 2, 2000, by VAN BLOEM, INC., a Minnesota corporation ("Pledgor") to WACHOVIA BANK, N.A. ("Lender").

#### WITNESSETH:

WHEREAS, pursuant to a certain Loan and Security Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), dated as of September 1, 1995, between Pledgor and Lender, Lender has agreed to make certain credit accommodations to Pledgor; and

WHEREAS, to induce Lender to make such credit accommodations to Pledgor, Pledgor has agreed to execute and deliver in favor of Lender this Agreement;

NOW. THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make credit extensions to Pledgor pursuant to the Loan Agreement, Pledgor agrees with Lender as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.
- 2. <u>Grant of Security Interest</u>. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Lender a continuing security interest in, to, and under all rights, titles and interests of Pledgor in, to and under the following property (the "<u>Trademark Collateral</u>"), whether now existing or hereafter arising or acquired:
  - (a) all trademarks, including each trademark referred to in <u>Item A</u> ("<u>Trademarks</u>") of <u>Attachment 1</u> hereto;
  - (b) all trademark licenses, including each trademark license referred to in <a href="Item B">Item B</a> ("Trademark Licenses") of Attachment 1 hereto;
  - (c) all reissues, continuations, extensions or renewals of any of the items described in clauses (a) and (b); and
  - (d) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by any Pledgor against third parties for past, present, or future infringement of any trademark, trademark registration, or trademark license, including any trademark, trademark registration or trademark license referred to in <a href="Item A">Item A</a> and <a href="Item B">Item B</a> of <a href="Attachment 1">Attachment 1</a> hereto, and (ii) rights to royalties and other payments with respect to the foregoing.

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- 3. Secured Obligations. This Agreement and the security interest granted hereunder to the Agent secures all obligations which may be now or hereafter owing by Pledgor to Agent under this Agreement as well as any and all indebtedness, obligations or other liabilities which may be now or hereafter owing by Pledgor to Lender under or on account of the Loan Agreement and any other agreement, instrument or other document executed by Pledgor with or in favor of Lender under or in connection therewith, or any extensions, renewals, refinancings, restructurings, modifications or replacements, in whole or in part, of or for any of the foregoing, and including, without limitation, any interest which would accrue on the foregoing indebtedness, obligations or liabilities but for the filing by or against Pledgor of a proceeding under any bankruptcy, insolvency, receivership or moratorium law. All of the foregoing indebtedness, obligations or other liabilities are herein collectively called the "Secured Obligations". As used herein, the term "Secured Obligations" shall include, without limitation, all "Obligations" pursuant to and as defined under the Loan Agreement.
- 4. <u>Security Agreement</u>. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to Lender under the Loan Agreement and the other Loan Documents. The Loan Agreement and the other Loan Documents (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their respective terms.
- 5. Release of Security Interest. At such time as the Secured Obligations have been paid in full and the Loan Agreement has been terminated, Lender shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.
- 6. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 7. <u>Collateral Document, Etc.</u> This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.
- 8. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.
- 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

-2-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, and Pledgor has affixed its seal hereto, as of the day and year first above written.

VAN BLOEM, INC.

Bruce B. Kapteyn, Chief Executive

Officer (CEO)

Attest: Clinalada Elizabeth Beelen, Secretary

(CORPORATE SEAL)

#### CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 2<sup>nd</sup> day of May, 2000, personally Bruce B. Kapteyn and Elizabeth Beelen to me known personally, and who, being by me duly sworn, deposes and says that they are the Chief Executive Officer and Secretary, respectively, of VAN BLOEM, INC. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officers acknowledged said instrument to be the free act and deed of said corporation.

Motary Public

My commission expires:

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# Attachment 1

# Item A. Trademarks.

#### Mark

Van Bloem Gardens Van Bloem's Van Bloem's Sterling Collection Van Bloem's Sleeping Beauty Van Bloem Gardens Dutch Mill (Design)

# Registration Number/Registration Date

Reg. No.: 2,020,448 Reg. No.: 1,433,156 Reg. No.: 1,681,361 Reg. No.: 1,888,746 Reg. No.: 333,333,203 Reg. No.: 1,197,551

# Item B. Trademark Licenses.

None

TRADEMARK REEL: 002050 FRAME: 0183

**RECORDED: 06/07/2000**