

02-14-2001



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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New

Resubmission (Non-Recordation)
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Correction of PTO Error
Reel # _____ Frame # _____

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Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year _____

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

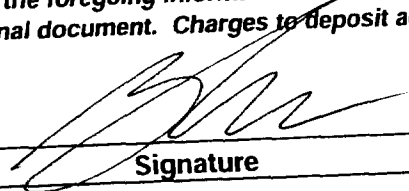
No

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. Charges to deposit account are authorized, as indicated herein.

Gerald T. Woods

Name of Person Signing



Signature

2/10/01

Date Signed

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of January 24, 2001, by VAN BLOEM, INC., a Minnesota corporation ("Assignor") to GREENVILLE AGRICULTURAL CREDIT CORP., a North Carolina corporation ("Assignee").

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, convey, quitclaim, relinquish and release unto Assignee, the following property, or interests in property, of Assignor, whether now existing or hereafter arising or acquired:

(a) all trademark and trademark applications, including each trademark and trademark application referred to in Items A and B, respectively (collectively "Trademarks") of Attachment 1 hereto;

(b) all trademark including each trademark license referred to in Item C ("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 application, trademark registration, or trademark license, including any trademark, trademark application, trademark registration or trademark license referred to in Item A, Item B and Item C of Attachment 1 hereto, and (ii) rights to royalties and other payments with respect to the foregoing.

This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

This Assignment is being executed and delivered pursuant to that certain Settlement Agreement, dated of even date herewith, made between Wachovia Bank, N.A. (of which Assignee is its assignee) and the Assignor (among others), and is made subject to the terms and conditions thereof. Without limitation of the foregoing, this instrument is being executed and delivered in furtherance of giving effect to a foreclosure of collateral instituted by Assignee pursuant to Section 9-505 of the Uniform Commercial Code. Neither Assignee nor Wachovia Bank, N.A. has accepted or assumed any liability in connection herewith.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered by its officers thereunto duly authorized, as of the day and year first above written.

"ASSIGNOR"

VAN BLOEM, INC.

By: *[Signature]*
 Name: Reza Khatibi
 Title: CEO

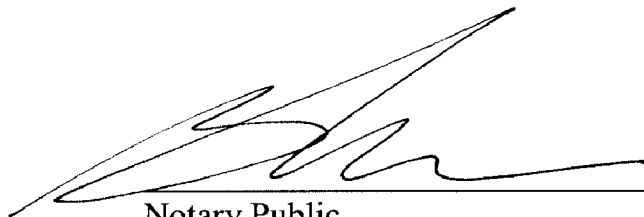
(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF FULTON

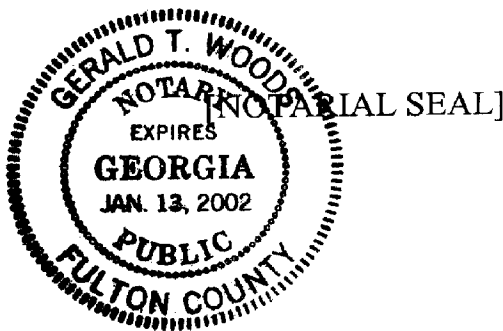
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 24th day of January, 2001, personally came Bruce Kapteyn, to me known personally, and who, being by me duly sworn, deposes and says that he (she) is the CEO 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 officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: _____



Attachment 1

Item A. Trademarks.

<u>Mark</u>	<u>Registration Number</u>
Van Bloem Gardens	2,020,448
Van Bloem's	1,433,156
Van Bloem's Sterling Collection	1,681,361
Van Bloem's Sleeping Beauty	1,888,746
Van Bloem Gardens	333,333,203
Dutch Mill (Design)	1,197,551
Plug N'Bloem	2,313,060

Item B. Trademark Applications

<u>Mark</u>	<u>Application Number</u>
Starstruck	75/893,559
Blooming Treasures	76/098,138
100 Days of Color	76/098,705

Item C. Trademark Licenses.

None