

12-06-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

| | | | |
|---|--|--|--|
| <p>1. Name of conveying party(ies): Harris Trust and Savings Bank</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | | <p>2. Name and address of receiving party(ies) Name: Stark Brothers Nurseries and Internal Orchards Company Address: _____ Street Address: Highway 54 West City: Louisiana State: MO Zip: 63353</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-State Illinois <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Release of Security Interest in Execution Date: Trademarks - Oct. 25, 2001</p> | | | |
| <p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | | | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Peter M. Spingola, Esq. Internal Address: Kirkland & Ellis _____ _____ Street Address: 200 E. Randolph Drive Suite 5300 City: Chicago State: IL Zip: 60601</p> | | <p>6. Total number of applications and registrations involved: 16</p> <p>7. Total fee (37 CFR 3.41).....\$415.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 22-0440 (Attach duplicate copy of this page if paying by deposit account)</p> | |
| DO NOT USE THIS SPACE | | | |
| <p>9. Statement and signature. <i>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.</i></p> <p>Peter M. Spingola, Esq. <i>Peter Spingola</i> October 31, 2001 Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 5</p> | | | |

12/05/2001 LNUJELLER 00000168 1987499

01 FC:481
02 FC:482

40.00 OP
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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**EXHIBIT A
UNITED STATES TRADEMARKS**

| MARK | REG. NO. | REG. DATE |
|---|-----------|------------|
| SPIRE | 1,987,499 | 07/16/1996 |
| REGAL GALA* | 1,644,564 | 05/14/1991 |
| IMPERIAL GALA* | 1,613,159 | 09/11/1990 |
| STARK GALA | 1,445,462 | 06/30/1987 |
| ROYAL GALA | 1,442,356 | 06/09/1987 |
| DIXIERED | 1,299,790 | 10/09/1984 |
| ULTRASTRIPE | 1,299,789 | 10/09/1984 |
| STARK BRO'S STARK TREES BEAR FRUIT. SINCE 1816 & DESIGN | 1,057,871 | 02/01/1977 |
| STARK BRO'S & Design | 1,045,011 | 07/27/1976 |
| STARKSPUR | 741,434 | 12/04/1962 |
| STARKKRIMSON | 732,289 | 06/05/1962 |
| STARK | 663,618 | 07/01/1958 |
| STARKING (Stylized) | 573,835 | 04/28/1953 |
| LUTHER BURBANK & DESIGN | 318,659 | 10/30/1934 |
| JON-A-RED (Stylized) | 319,519 | 11/27/1934 |
| STARK TREES BEAR FRUIT & DESIGN | 115,549 | 02/20/1917 |

CANADIAN TRADEMARKS

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| ROYAL GALA | TMA 381,954 | 3/22/1991 |
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "*Release*") is made as of October 25, 2001 (the "*Effective Date*") by and between Stark Brothers Nurseries and Orchards Company, an Illinois corporation ("*Grantor*") and Harris Trust and Savings Bank, as Collateral Agent ("*Grantee*").

WHEREAS, pursuant to the terms and conditions of that certain Security Interest re: Intellectual Property by and between Grantor and Grantee dated as of September 17, 1999 (the "*Agreement*"), Grantor granted to Grantee (among other things) a continuing security interest in and to Grantor's right, title and interest in and to all of Grantor's trademarks, and registrations of and applications to register such trademarks, and all of the trade names owned by Grantor and the goodwill of the business associated therewith (collectively, the "*Trademarks*"), including, without limitation, the United States and foreign trademark registrations set forth on *Exhibit A*, attached hereto and made a part hereof;

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on October 25, 1999, at Reel 001981, Frame 0850; and

WHEREAS, Grantor intends to sell the Trademarks listed on *Exhibit A* hereto and has requested Grantee to release its security interest in the Trademarks listed on *Exhibit A* hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby releases its security interest in the Trademarks listed on *Exhibit A* hereto, without any representation, warranty, recourse or undertaking by Grantee whatsoever.

This Release is a release only with respect to the Trademarks listed on *Exhibit A* hereto and shall not operate to discharge the liens and security interests of the Agreement upon any other property described therein; and all other properties, rights, interests and privileges subject to the lien and security interest of the Agreement shall remain subject to the liens and security interests thereof for the purposes therein expressed, and all promises, covenants, conditions and obligations of Grantor contained therein shall continue in full force and effect and be binding upon Grantor, its successors and assigns. Except as to the collateral specifically released hereby, the Agreement continues in full force and effect and to the same extent as if this Release had not been executed.

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| SPIRE | 1,987,499 | 07/16/1996 |
| REGAL GALA* | 1,644,564 | 05/14/1991 |
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