

10-07-2002

10-7-02

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



102242115

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.

1. Name of conveying party(ies):

FLORAL PLANT GROWERS, L.L.C.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 09/30/2002

2. Name and address of receiving party(ies)

Name: MERRILL LYNCH CAPITAL, as Agent

Internal Address: 17th Floor

Street Address: 222 N. LaSalle Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other a division of Merrill Lynch Business Financial Services Inc.

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)

B. Trademark Registration No.(s) 1,830,867; 1,266,519

Additional number(s) attached Yes No

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

Name:

Internal Address:

RETURN TO: FEDERAL RESEARCH CORP 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

Street Address: SUITE 101 WASHINGTON DC 20004

City: State: Zip:

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope Johnson Name of Person Signing

Penelope Johnson Signature

October 1, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

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

10/08/2002 6TON11 0000052 1830867

01 FC:481 40.00 OP 02 FC:482 125.00 OP

TRADEMARK REEL: 002593 FRAME: 0578

4B. Trademark Registration Nos. (Continued)

1,832,373

1,349,846

1,899,888

2,209,457

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of September, 2002, by **FLORAL PLANT GROWERS, L.L.C.**, a Delaware limited liability company ("Grantor") in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

## W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**FLORAL PLANT GROWERS, L.L.C.**, a  
Delaware limited liability company

By Scott Lueder  
Scott Lueder  
Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division  
of Merrill Lynch Business Financial Services  
Inc., as Agent

By Jennifer Kloud  
Jennifer Kloud  
Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Eliminator	1,830,867	04/12/94
Expeditor \$	1,266,519	02/07/84
Innovator	1,832,373	04/19/94
Natural Beauty	1,349,846	07/16/85
Ventilator	1,899,888	06/13/95
Living Pleasures	2,209,457	12/08/98

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>Application No.</u>	<u>Date Applied</u>
Natural Beauty & Design	Florida 927875	10/01/82
Natural Beauty NB & Design	Mexico 455814	03/30/94
Expeditor \$	Florida 927874	10/01/82