

08-19-2003

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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):

ORGANIC BOUQUET, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 4/1/02

2. Name and address of receiving party(ies)

Name: Sun Valley Floral Farms, LLC

Internal

Address:

Street Address: 3160 Upper Bay Road

City: Arcata State: CA Zip: 95521

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company

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)

76/499,672 76/499, 673 76/499,671

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Pamela Giovannetti

Internal Address:

Street Address: 2313 I Street

City: Eureka State: CA Zip: 95501

6. Total number of applications and registrations involved:

3

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)

DO NOT USE THIS SPACE

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.

Pamela Giovannetti Name of Person Signing

Pamela Giovannetti Signature

7/29/03 Date

Total number of pages including cover sheet, attachments, and document: 3

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

08/19/2003 ECDOPER 00000006 76499672

01 FC:8521 40.00 DP 02 FC:8522 50.00 DP

TRADEMARK REEL: 002804 FRAME: 0249

OFFICE OF PATENT RECORDS 2003 AUG 15 AM 11:28 FINANCE SECTION

SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated effective as of the 1st day of April, 2002, by and between Organic Bouquet, Inc., a California corporation (the "Company") and Sun Valley Floral Farms, LLC, a California limited liability company (the "Lender").

RECITALS

A. The Company has executed in favor of the Lender that certain Amended and Restated Secured Convertible Promissory Note dated effective as of even date herewith (the "Note," and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Note). As a condition to the effectiveness of the Note, the Company granted to the Lender a security interest in certain assets of Company, including, without limitation, all right, title and interest of Company in the trademark/servicemarks ORGANIC BOUQUET, United States Patent and Trademark Office Application Serial Number 76/499,672, filed March 24, 2003, ORGANICBOUQUET.COM, United States Patent and Trademark Office Application Serial Number 76/499,673, filed March 24, 2003 and the flower bouquet design logo, United States Patent and Trademark Office Application Serial Number 76/499/671, filed March 24, 2003 (collectively, the "Marks").

B. The parties hereto desire to supplement the Note as it relates to the Marks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Company hereby confirms the grant of security interest set forth in the Note and acknowledges that the collateral described therein includes, without limitation, all of Company's right, title and interest in the Marks (the "Trademark Collateral"), including, but not limited to, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state or any foreign country or political subdivision of such a country, including any and all goodwill associated with it, (ii) all rights of Company under any written agreement with respect to the use of the Marks, including rights of a licensee or licensor with respect thereto and (iii) all products and proceeds of the foregoing.

2. No Present Assignment. Neither the Note, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to

create a present assignment of the Trademark Collateral. Subject to the rights of the Lender under the Note and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Company continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the obligations evidenced by the Note, the rights of the Lender under the Note and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

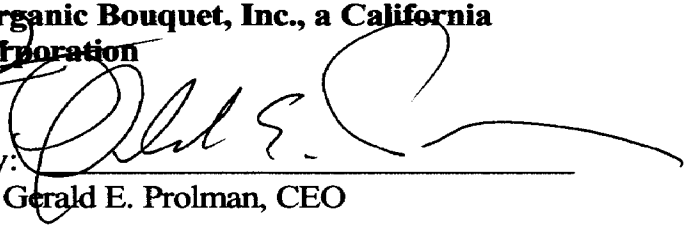
3. Relationship to Note. The Trademark Collateral shall constitute collateral for all purposes of the Note and the Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other collateral. Reference is hereby made to the Note, the terms and conditions of which are incorporated herein by this reference.

IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the day and year first above written.

**Sun Valley Floral Farms, LLC, a
California limited liability company**

**Organic Bouquet, Inc., a California
corporation**

By: 
Leendert DeVries, President & CEO

By: 
Gerald E. Prolman, CEO

Address:

3160 Upper Bay Road
Arcata, CA 95521

Address:

250 Bel Marin Keys Blvd., Suite G-4
Novato, CA 94949

08/15/2003