

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, National Trust and Savings Association		01/09/2009	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Hines Nurseries, Inc.
Street Address:	12621 Jeffrey Road
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92620
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1551517	HINES GOLD
Serial Number:	74180941	H
Registration Number:	1601244	HINES H
Registration Number:	1615964	WINTER PRIDE
Registration Number:	1705287	GULF GREEN
Registration Number:	1764767	LITTLE NICKY
Registration Number:	1775403	PINK LEMONADE
Registration Number:	1800226	BAY BREEZE

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: mmcguire@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

CH \$215.00 1551517

Address Line 1: Four Times Square
Address Line 2: Attn: Anita Sinha
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 077370/20

NAME OF SUBMITTER: Anita Sinha

Signature: /S. Anita Sinha/

Date: 04/16/2009

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release") is given as of this 9th day of January, 2009, by BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION ("Assignor"), in favor of HINES NURSERIES, INC., a California corporation ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Patent and Trademark Security Agreement or Loan Agreement referred to below, as applicable.

WHEREAS, Assignor, Assignee, and the Banks entered into that certain Loan and Security Agreement, dated as of July 29, 1994 (as from time to time supplemented, modified, amended, renewed, extended or supplanted, the "Loan Agreement");

WHEREAS, Assignor entered into an interest rate swap transaction with Assignee pursuant to the Approved Swap Agreement, as defined in the Loan Agreement;

WHEREAS, in connection with the Loan Agreement and the Loan Documents executed in connection therewith, Assignee granted to Assignor a security interest in and lien upon all of Grantor's general intangibles, including without limitation all patents and trademarks;

WHEREAS, in connection with the Loan Agreement and the Approved Swap Agreement, Assignor and Assignee entered into that certain Patent and Trademark Security Agreement, dated as of July 29, 1994 (as from time to time supplemented, modified, amended, renewed, extended or supplanted, the "Patent and Trademark Security Agreement");

WHEREAS, the Patent and Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on August 11, 1994, at Reel 1200/Frame 0384;

WHEREAS, pursuant to the Loan Agreement, Approved Swap Agreement, and the Patent and Trademark Security Agreement, Assignee granted, assigned, and conveyed to Assignor for the benefit of the Creditor Parties, to secure all Obligations under the Loan Documents, a security interest in all existing patents and pending patent applications and United States and international registrations thereof as listed on Schedule A hereto, including, without limitation, all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof as and all improvements thereon and all proceeds of the foregoing, including but not limited to, proceeds of licensing (the "Patents"), and all trademarks and service marks and United States, state and international registrations thereof as listed on Schedule B hereto and the right to sue for past, present and future infringements of rights in trademarks and service marks and all renewals thereof, all goodwill of Assignee and all proceeds of the foregoing including, but not limited to, proceeds of licensing (the "Trademarks");

WHEREAS, the Parties desire that Assignor terminate, release, and fully discharge its security interest in the Patents and Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor acknowledges that Assignee has paid in full the Obligations. Assignor hereby terminates, releases and discharges fully the security interest in the Patents and Trademarks, and terminates the Patent and Trademark Security Agreement and power of attorney granted therein, and reassigns and transfers any and all interest that it may have in the Patents and Trademarks to Assignee.

Assignor hereby authorizes Assignee or Assignee's agents or designees to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office to memorialize the release of any security interest of Assignor in the Patents and Trademarks, and/or (iii) otherwise file this Release.

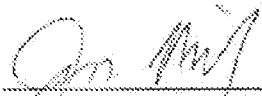
Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably requests in order to confirm this Release and Assignee's right, title, and interest in and to the Patents and Trademarks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION

By: 
Name: Jason Riley
Title: SVP

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS**

See attached.

SCHEDULE A
PATENTS AND APPLICATIONS

- "Veronica 'Nu-Lee'," inventors Louis Gavello and Maud Gavello, Plant Patent No. 3,493, issued 2/26/74, expires 2/26/91.
- "Escallonia 'Newport' (Compakta)," inventors Louis Gavello and Maud Gavello, Plant Patent No. 4,142, issued 11/1/77, expires 11/1/94.
- "Azalea Plant," inventor J.W. Hines, Plant Patent No. 3,855, issued 3/30/76, expires 3/30/93.
- "Azalea Plant," inventor J.W. Hines, Plant Patent No. 3,866, issued 4/20/76, expires 4/20/93.
- "Azalea Plant," inventor J.W. Hines, Jr., Plant Patent No. 3,881, issued 5/11/76, expires 5/11/93.
- "Lilac Plant," inventor W.E. Lammerts, Plant Patent No. 3,885, issued 5/11/76, expires 5/11/93.
- "Azalea Plant," inventor J.W. Hines, Jr., Plant Patent No. 3,886, issued 5/18/76, expires 5/18/93.
- "Pyracantha Plant," inventor J.W. Hines, Jr., Plant Patent No. 3,887, issued 5/18/76, expires 5/18/93.
- "Azalea Plant," inventor J.W. Hines, Jr., Plant Patent No. 3,891, issued 5/25/76, expires 5/25/93.
- "Lilac Plant," inventor W.E. Lammerts, Plant Patent No. 3,892, issued 5/25/76, expires 5/25/93.
- "Lilac Plant," inventor W.E. Lammerts, Plant Patent No. 3,893, issued 5/25/76, expires 5/25/93.
- "Azalea Plant," inventor J.W. Hines, Jr., Plant Patent No. 3,894, issued 5/25/76, expires 5/25/93.
- "Lilac Plant," inventor W.E. Lammerts, Plant Patent No. 3,895, issued 5/25/76, expires 5/25/93.
- "Azalea Plant," inventor J.W. Hines, Jr., Plant Patent No. 3,901, issued 6/8/76, expires 6/8/93.
- "Dwarf Australian Tree Fern," inventors D.A. Powell and S.R. Jorado, Plant Patent No. 5,339, issued 11/13/84, expires 11/13/2001.

**SCHEDULE B TO RELEASE OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS**

See attached.

SCHEDULE B
REGISTERED TRADEMARKS

"HINES GOLD" U.S. Trademark Registration No. 1,551,517,
registered 8/8/89, for "evergreen shrub, namely Euonymus
Japonica, variety Aureo-variegata," expires 8/8/2009.

"HINES LEAF DESIGN" For nursery products - pending trademark
application for registration, Serial No. 74/180941.

"HINES with leaf design" U.S. Trademark Registration No.
1,601,244, registered 6/12/90, for nursery products, expires
6/12/2017.

"WINTER PRIDE" U.S. Trademark Registration No. 1,615,964,
registered 10/2/90, expires 10/2/2017.

"GULF GREEN" U.S. Trademark Registration No. 1,705,287,
registered 8/4/92, expires 8/4/2019.

"LITTLE NICKY" U.S. Trademark Registration No. 1,764,767,
registered 4/13/93, expires 4/13/2020.

"PINK LEMONADE" U.S. Trademark Registration No. 1,775,403,
registered 6/8/93, expires 6/8/2020.

"BAY BREEZE" U.S. Trademark Registration No. 1,800,226,
registered 10/19/93, expires 10/19/2020.