

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	BILL OF SALE AND ASSIGNMENT AND ASSUMOTION AGREEMENT			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Consolidated Horticulture Group, LLC		04/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
	New Hines Parent Company LLC		04/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
	Hines Nurseries LLC		04/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Hines Growers LLC			
Street Address:	22941 Mill Creek Drive			
City:	Laguna Hills			
State/Country:	CALIFORNIA			
Postal Code:	92653			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	85078918	BLOOMTASTIC!	
CORRESPONDENCE DATA				
Fax Number:	(212)593-5955			
Phone:	212-756-2552			
Email:	marisa.davidson@srz.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	M. Davidson c/o Schulte Roth & Zabel LLP			
Address Line 1:	919 Third Avenue			
Address Line 2:	22nd Floor			
Address Line 4:	New York, NEW YORK 10022			
ATTORNEY DOCKET NUMBER:	009552-0016			

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NAME OF SUBMITTER:	Marisa Davidson (009552-0016)
Signature:	/kc for md/
Date:	01/24/2012
Total Attachments: 12 source=Bill of Sale - Hines#page1.tif source=Bill of Sale - Hines#page2.tif source=Bill of Sale - Hines#page3.tif source=Bill of Sale - Hines#page4.tif source=Bill of Sale - Hines#page5.tif source=Bill of Sale - Hines#page6.tif source=Bill of Sale - Hines#page7.tif source=Bill of Sale - Hines#page8.tif source=Bill of Sale - Hines#page9.tif source=Bill of Sale - Hines#page10.tif source=Bill of Sale - Hines#page11.tif source=Bill of Sale - Hines#page12.tif	

BILL OF SALE AND ASSIGNMENT
AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of April 4, 2011, by and among Consolidated Horticulture Group, LLC ("CHG"), New Hines Parent Company LLC ("NHPC"), Hines Nurseries LLC ("Hines", and collectively with CHG and NHPC, "Sellers"), Hines Growers LLC ("Assignee"), and the other assignees set forth on the signature pages hereto (collectively with the Assignee, the "Assignees").

WITNESSETH:

WHEREAS, upon the terms and subject to the conditions set forth in that certain Asset Purchase Agreement, dated as of February 23, 2011 (the "Asset Purchase Agreement"), by and among Sellers and New Hines Holding Company II, LLC ("Buyer"), Sellers desire to sell, convey, transfer, assign and deliver to Buyer's assignees, and such assignees desire to purchase and acquire from Sellers, certain specified assets of Sellers, and such assignees shall assume certain specified liabilities of Sellers, all as more fully described herein and therein.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, and intending to be legally bound, the Parties agree as follows.

ARTICLE I

DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

ARTICLE II

BILL OF SALE

Section 2.1 Acquired Assets. Sellers hereby sell, convey, transfer, assign and deliver to Assignee, its successors and assigns (other than with respect to the Owned Real Property and all buildings, structures, fixtures, access ways, site improvements, wells, pumps, electrical connections, water discharge facilities, pipelines, irrigations systems, water rights and privileges related thereto (collectively, "Improvements") set forth on Annex II, III, IV, V, VI or VII hereto, which Sellers hereby and pursuant to and subject to the Deeds deliver to each Subsidiary of Buyer set forth on Annex II, III, IV, V, VI or VII hereto, respectively, and such Subsidiary's successors and assigns with respect to the Owned Real Property set forth on such Annex II, III, IV, V, VI or VII, respectively) free and clear of all Encumbrances (other than Permitted Encumbrances) all right, title and interest of Sellers in, to or under all of the properties and assets of Sellers (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the "Acquired Assets") and, except only as may otherwise be provided in the Transaction Documents, Assignee and each such Subsidiary of Buyer hereby accepts the Acquired Assets on the basis and in the condition described in Section 6.5 of the Asset Purchase Agreement, including, but not limited to, the following:

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- (a) the Owned Real Property;
- (b) the Assigned Agreements, including all of the rights and benefits accruing thereunder (including any outstanding deposits thereunder);
- (c) all tangible personal property related to, or used or useful in or held for use in the conduct of, the Business, including equipment, IT Systems, machinery, tools, supplies, spare parts, molds, trucks, cars, other vehicles and rolling stock, furniture, fixtures, trade fixtures, leasehold improvements, office materials and supplies, and other tangible personal property located on, or off, the premises of the Owned Real Property and Leased Real Property;
- (d) the Inventory;
- (e) other than as specifically set forth in the proviso in Section 2.2(a) of the Asset Purchase Agreement, all cash and cash equivalents (including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits), securities (other than any equity interests in the Sellers) and negotiable instruments of the Sellers on hand, in lock boxes, in financial institutions or elsewhere, and including any cash included within clauses (i) or (ii) of the definition of Cash Consideration to the extent not utilized for the purposes set forth therein;
- (f) the Receivables;
- (g) all files, operating data, books of account, general, financial and Tax (other than income Tax) records, personnel records of the Transferred Employees (other than such records that are prohibited from being transferred to Assignee due to federal or state privacy laws), invoices, shipping records, supplier lists, price lists, vendor lists, mailing lists, catalogs, sales promotion literature, advertising materials, brochures, standard forms of documents, manuals of operations or business procedures, research materials, contracts, instruments, filings, administrative and pricing manuals, correspondence, memoranda, plats, architectural plans, surveys, title insurance policies, drawings, plans and specifications, environmental reports, maintenance or service records, soil tests, engineering reports, expired purchase orders, operating records, operating safety manuals, and other material and documents, books (including applicable portions of minute books), records and files (whether or not in the possession of any of the Sellers or their respective Representatives, stored in hardcopy form or on magnetic, optical or other media) and any rights thereto owned, associated with or employed by any of the Sellers in the conduct of the Business or otherwise related to the Acquired Assets or the Assumed Liabilities;
- (h) all goodwill associated with the Business or the Acquired Assets, including rights under any confidentiality agreements executed by any third party for the benefit of any Seller and assigned to Assignee to the extent relating to the Business;
- (i) the Transferred Intellectual Property;
- (j) (A) to the extent transferable and assignable, all of the rights and benefits accruing under any Permits and (B) all deposits and prepaid expenses held by third parties and/or governmental agencies, save and except any such Permit excluded from assignment pursuant to Section 2.1(b) of the Asset Purchase Agreement;
- (k) all rights, claims, causes of action and avoidance actions under chapter 5 of the Bankruptcy Code (whether or not asserted as of the date hereof) relating to any of the Acquired Assets, the Assumed Liabilities or the Business (including, without limitation, vendors, suppliers and customers thereof) or Sellers' operations relating to the Business or any of the foregoing, including (A) all

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causes of action arising under Sections 510 and 544 through 550 of the Bankruptcy Code, or under similar state law, and (B) all rights, claims and causes of action identified in Section 2.1(a)(xi) of Buyer's Disclosure Schedule;

(l) all sales and promotional literature, customer lists and other sales related materials related to the Business;

(m) other than as specifically set forth in Section 2.2(b) of the Asset Purchase Agreement, the amount of, and all rights to any, insurance proceeds received by any of the Sellers after the date of the Asset Purchase Agreement in respect of the loss, destruction or condemnation of any Acquired Assets occurring prior to, on or after the Closing or relating to any Assumed Liabilities;

(n) all unexpired, transferable warranties, indemnities, or guaranties from any third party with respect to any Acquired Asset, including any item of real property, personal property or equipment;

(o) to the extent transferable and to the extent related to the Acquired Assets, the full benefit of all representations, warranties, guarantees, indemnities, undertakings, certificates, covenants, agreements and all security therefor received by any of the Sellers on the purchase or other acquisition of the Acquired Assets;

(p) any rights, demands, claims, credits, allowances, rebates, or rights of setoff (other than against the Sellers or any of their Affiliates) arising out of or relating to any of the Acquired Assets;

(q) any rights to Tax refunds, credits or similar benefits, including all Tax refunds and rebates, credits and similar items relating to or arising out of the operation of the Business and to any period, or portion of any period;

(r) all deposits received by any of the Sellers from any subtenants with respect to any subleases of Leased Real Property assumed by Assignee;

(s) all prepaid and deferred items (other than deferred liabilities) that relate to the Business or the Acquired Assets, including all prepaid rentals and unbilled charges, fees and deposits;

(t) all confidentiality, non-compete and similar agreements entered into by any of the Sellers, or any of their respective Representatives, and assumed by Assignee in connection with a sale of the Acquired Assets or the Business;

(u) other than as specifically set forth in Section 2.2(b) of the Asset Purchase Agreement, all current and prior insurance policies of any of the Sellers that relate to the Business or any of the Assumed Liabilities and all rights and benefits of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries, but excluding any tail insurance policies that provide coverage to the Sellers or their Affiliates or Representatives after the date hereof;

(v) all Products, including all products in development by Sellers;

(w) all telephone, telex and facsimile numbers and other directory listings used in connection with the Business; and

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(x) all other assets, properties, rights and claims of any of the Sellers of any kind or nature which relate to the Business, which are used or useful in or held for use in the Business, or which relate to the Acquired Assets (in each case, other than the Excluded Assets) not otherwise described above.

ARTICLE III

ASSUMPTION OF LIABILITY

Section 3.1 Assumed Liabilities. Effective from and after the date hereof, Assignee hereby (x) assumes (other than with respect to the Assumed Liabilities directly related to the Owned Real Property or the Improvements related thereto set forth on Annex II, III, IV, V, VI or VII hereto, which each Subsidiary of Buyer set forth on such Annex II, III, IV, V, VI or VII, respectively, hereby assumes), and (y) agrees to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the following Liabilities (collectively the "Assumed Liabilities") and no others:

(a) All Liabilities (other than Excluded Liabilities) arising after the date hereof with respect to the Acquired Assets or the operation of the Business following the Closing;

(b) All Liabilities (other than Excluded Liabilities) arising after the date hereof under the Assigned Agreements;

(c) All Liabilities (other than Excluded Liabilities) arising after the date hereof under the Leases of Leased Real Property (other than any Lease that is excluded from assignment pursuant to Section 2.1(b) of the Asset Purchase Agreement);

(d) All accounts payable of Sellers to third parties (other than any Seller or any Affiliate of any Seller) arising in the ordinary course of the Business, to the extent provided in the Budget, incurred by Sellers after October 12, 2010 and existing as of immediately prior to the Closing;

(e) All Transfer Taxes;

(f) All accrued and unpaid real estate Taxes owed on the Owned Real Property as of the Closing; and

(g) All Liabilities set forth in Annex 1 hereto.

Section 3.2 Excluded Liabilities. Notwithstanding any provision herein or in the Asset Purchase Agreement to the contrary, neither Buyer nor Assignees shall assume or shall be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Sellers, and Sellers shall be solely responsible for the payment, performance, satisfaction or discharge in any manner of all Liabilities of Sellers, other than the Assumed Liabilities (collectively the "Excluded Liabilities"). For the avoidance of doubt, the Excluded Liabilities include, but are not limited to, the following:

(a) other than as specifically set forth herein, any Liability of Sellers or their directors, officers, stockholders or agents (acting in such capacities), arising out of, or relating to, the Asset Purchase Agreement or the transactions contemplated by the Asset Purchase Agreement, whether incurred prior to, at or subsequent to the date hereof, including (except as otherwise specifically set forth

herein) all finder's or broker's fees and expenses and any and all fees and expenses of any Representatives of Sellers;

(b) other than as specifically set forth herein, any Liability relating to events or conditions occurring or existing in connection with, or arising out of, the Business as operated prior to the date hereof, or the ownership, possession, use, operation or sale or other disposition prior to the date hereof of any Acquired Assets (or any other assets, properties, rights or interests associated, at any time prior to the date hereof, with the Business);

(c) other than as specifically set forth herein, any Liability to any Person at any time employed by Sellers at any time or to any such Person's spouse, children, other dependents or beneficiaries, with respect to incidents, events, exposures or circumstances occurring at any time during the period or periods of any such Person's employment by Sellers, whenever such claims mature or are asserted, including (except as otherwise specifically set forth herein), all Liabilities arising (i) under the Benefit Plans, (ii) under any employment agreement or similar arrangement or policy relating to the employment of such Person, (iii) under any employment, wage and hour restriction, equal opportunity, discrimination, plant closing or immigration and naturalization laws, (iv) under any collective bargaining laws, agreements or arrangements, (v) in connection with any workers' compensation or any other employee health, accident, disability or safety claims, or (vi) any severance or any other Liability in connection with the termination of employment of any Person;

(d) any Liability under or related to any Benefit Plan whether or not such Liability arises prior to, on or after the date hereof;

(e) other than as specifically set forth herein, any Liability for Taxes attributable to periods prior to the date hereof;

(f) any Liability incurred by Sellers or its respective directors, officers, stockholders, agents or employees (acting in such capacities) after the date hereof;

(g) any Liability relating to or arising out of the ownership or operation of an Excluded Asset;

(h) other than as specifically set forth herein, any Liability for Indebtedness of Sellers arising at any time prior to the Closing (including, without limitation, any accrued and unpaid interest, fees or expenses in respect of the Prepetition Credit Agreements (as defined in the Final DIP Order)); and

(i) (A) all Environmental Liabilities related to or arising out of the Excluded Assets, (B) all Environmental Liabilities related to or arising out of any Environmental Claim pending prior to the date hereof, and (C) all Environmental Liabilities related to or arising out of conditions known prior to the date hereof.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Further Assurances. Sellers shall execute and deliver to Assignees such other instruments of transfer as shall be reasonably necessary or appropriate to vest in Assignees good and indefeasible title to the Acquired Assets free and clear of all Encumbrances (other than Permitted Encumbrances) and to comply with the purposes and intent of this Agreement and such other instruments

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as shall be reasonably necessary or appropriate to evidence the assignment by Sellers and assumption by Assignee of the Assigned Agreements, and each of the parties hereto shall use its reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and execute and deliver such documents and other papers, as may be required to consummate the transactions contemplated by this Agreement. For the avoidance of doubt, nothing in this Section 4.1 shall be deemed to obligate Buyer, Assignees or Seller to execute any documents or papers which would require such party to make or incur any monetary obligation not imposed on such party pursuant to the other provisions of this Agreement or the provisions of the Asset Purchase Agreement or otherwise expand in any material respect such party's obligations beyond those imposed upon it/them pursuant to the other provisions hereof or thereof.

Section 4.2 Entire Agreement; Amendment; Conflicts. This Agreement (including the Annex hereto), the Asset Purchase Agreement and the other Transaction Documents supersede all prior agreements between the Parties with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between the Parties with respect to their subject matter. This Agreement may not be amended except by a written agreement executed by Assignee and CHG. For the avoidance of doubt, nothing herein shall be deemed to limit or affect the proviso in Section 12.7 of the Asset Purchase Agreement.

Section 4.3 Waiver. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

Section 4.4 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State, and, to the extent applicable, the Bankruptcy Code.

(b) The Parties agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Agreement or the transactions contemplated hereby and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party: (i) agrees that all such actions or proceedings shall be heard and determined in a Delaware federal court sitting in Wilmington, Delaware; (ii) irrevocably submits to the jurisdiction of such court in any such action or proceeding; (iii) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court; and (iv) agrees that service of process in any such action or proceeding may be effected by providing a copy thereof by any of the methods of delivery permitted by Section 12.4 of the Asset Purchase Agreement to such Party at its address as provided in Section 12.4 of the Asset Purchase Agreement (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by law).

(c) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A

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TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.4(c).

Section 4.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4.6 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

Section 4.7 Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Article," "Section" or "Sections" refer to the corresponding Article, Section or Sections of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The Annex attached hereto is hereby incorporated herein and made a part hereof as if fully set forth herein.

Section 4.8 Assignment. This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party hereto by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); provided, however, that each Assignee shall be permitted, upon prior notice to Sellers, to assign all or part of its rights or obligations hereunder to one or more other Persons designated by such Assignee, but no such assignment shall relieve such Assignee of its obligations under this Agreement.

Section 4.9 Power of Attorney. Each Seller (each, a "Grantor") hereby constitutes and appoints each Assignee, its successors and assigns, Grantor's true and lawful attorney and attorneys, with full power of substitution, in Grantor's name and stead, but on behalf and for the benefit of such Assignee, its successors and assigns, solely to demand and receive any and all of the Acquired Assets to which it is entitled hereunder, and to execute and deliver receipts, releases and such other instruments or documents as such Assignee may reasonably deem necessary or appropriate in connection with the demand and receipt of the same, and any part thereof, and from time to time to institute and prosecute in Grantor's name, or otherwise, for the benefit of such Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which such Assignee, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Acquired Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relating to the Acquired Assets which such Assignee, its successors or assigns shall deem desirable, Grantor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Grantor or by its dissolution or in any manner or for any reason whatsoever.

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Signatures Appear on Next Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the date first written above.

ASSIGNEES:

HINES GROWERS LLC

By: 

Name: Chris Parker

Title: Authorized Signatory

FALLBROOK NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member

By: 

Name: Chris Parker

Title: Authorized Signatory

FOREST GROVE NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member

By: 

Name: Chris Parker

Title: Authorized Signatory

WINTERS NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member

By: 

Name: Chris Parker

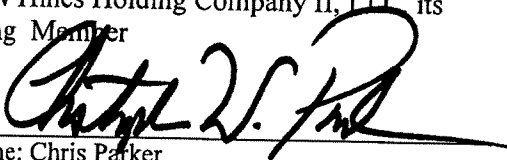
Title: Authorized Signatory

Signature Page to
Bill of Sale

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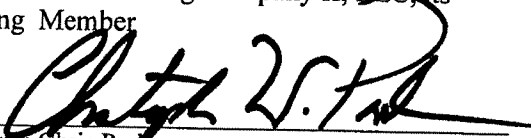
CHINO VALLEY NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member

By: 
Name: Chris Parker
Title: Authorized Signatory

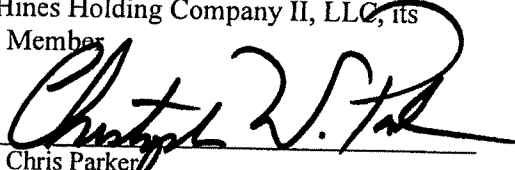
FRESNO NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member

By: 
Name: Chris Parker
Title: Authorized Signatory

HOUSTON NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member

By: 
Name: Chris Parker
Title: Authorized Signatory

SELLERS:

CONSOLIDATED HORTICULTURE GROUP, LLC

By: _____
Name:
Title:

NEW HINES PARENT COMPANY LLC

By: _____
Name:
Title:

CHINO VALLEY NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member

By: _____
Name: Chris Parker
Title: Authorized Signatory

FRESNO NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member

By: _____
Name: Chris Parker
Title: Authorized Signatory


HOUSTON NURSERY LLC

By: New Hines Holding Company II, LLC, its
Managing Member


By: _____
Name: Chris Parker
Title: Authorized Signatory

SELLERS:

CONSOLIDATED HORTICULTURE GROUP, LLC

By: 
Name: _____
Title: *Stephen Titger*
CEO

NEW HINES PARENT COMPANY LLC

By: 
Name: _____
Title: _____

Signature Page to
Bill of Sale

