

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|------------------------|
| Wells Fargo Business Credit, Inc. | | 04/16/2012 | CORPORATION: MINNESOTA |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Emerald Lane II KVB, LLC |
| Street Address: | 5100 Schenley Place |
| City: | Lawrenceburg |
| State/Country: | INDIANA |
| Postal Code: | 47025 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------|----------|-------------------------------------|
| Serial Number: | 75792419 | BULBMALL |
| Serial Number: | 75607779 | FLOWERING FRIENDS |
| Serial Number: | 75267530 | THE BULB LADY |
| Serial Number: | 75267529 | THE BULB LADY |
| Serial Number: | 75191635 | HANS BRINKER |
| Serial Number: | 74407387 | CAVALIER BULB COMPANY |
| Serial Number: | 74407380 | VAN BOURGONDIE |
| Serial Number: | 73063254 | HANS BRINKER |
| Serial Number: | 73814656 | HANS BRINKER SAC-PAC |
| Serial Number: | 73805873 | HANS BRINKER MASTER GARDENER SERIES |

CORRESPONDENCE DATA

Fax Number: 7168456474
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 75792419

Phone: 716-845-6000
Email: keagen@kavinokycocok.com
Correspondent Name: Kelly E. Eagen, Esq. (Kavinoky Cook LLP)
Address Line 1: 726 Exchange Street, Suite 800
Address Line 4: Buffalo, NEW YORK 14210

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 04894.31557 |
| NAME OF SUBMITTER: | Kelly E. Eagen |
| Signature: | /Kelly E. Eagen/ |
| Date: | 07/03/2012 |

Total Attachments: 21

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SECURED CREDITOR'S BILL OF SALE

EMERALD LANE II KVB, LLC, a Delaware limited liability company (the "Seller"), for and in consideration of (i) the purchase price of Fifty-Thousand Dollars and No Cents (\$50,000.00), lawful money of the United States, paid by offset against the Indebtedness, as defined below (the "Purchase Price"), and pursuant to Seller's right under applicable security and other agreements, instruments and other writings and under applicable law (including, without limitation, Sections 9-610 and 9-617 of the New York Uniform Commercial Code), as a secured creditor of K. Van Bourgondien & Sons, Inc., a New York corporation, having an office at 245 Route 109, Babylon, New York 11702 (the "Debtor"), hereby assigns, sells, transfers, sets over and delivers free and clear of any security interest of Seller and of any security interest or other lien subordinate thereto, all of the right, title and interest of Debtor in and to all of the property described in **Schedule 1** attached to this Bill of Sale and made a part hereof (collectively, the "Assets") to EMERALD LANE II KVB, LLC, a Delaware limited liability company, (the "Buyer"), upon and subject to the following terms and conditions:

BACKGROUND

A. Debtor is subject to a first priority lien upon and security interest on all, or substantially all of the assets of Debtor as security for the debts (the "Indebtedness") evidenced by that certain Revolving Note, from Debtor made payable to Wells Fargo Business Credit, Inc., predecessor-in-interest to Wells Fargo Bank, N.A., dated May 11, 2004, in the original principal amount of \$10,000,000 (the "Note") and the related Credit and Security Agreement from Debtor in favor of Wells Fargo Business Credit, Inc, predecessor-in-interest to Wells Fargo Bank, N.A., dated May 11, 2004, as amended by the First Amendment thereto dated May 10, 2006, Second Amendment thereto dated as of April 10, 2007, Third Amendment thereto dated as of January 10, 2008, Fourth Amendment thereto dated as of August 1, 2008, Fifth Amendment thereto dated as of February 2, 2009, and Sixth Amendment thereto dated as of July 31, 2011 (said Credit and Security Agreement together with said amendments and any other amendments or modifications thereto, collectively the "Security Agreement").

B. Fredric Rose a/k/a Frederick Rose acquired the Note and Security Agreement from Wells Fargo Bank, N.A., successor-in-interest to Wells Fargo Business Credit, Inc., pursuant to that certain Allonge, dated January 13, 2012.

C. Seller thereafter acquired the Note and Security Agreement from Fredric Rose pursuant to that certain Allonge and General Assignment from Fredric Rose in favor of Seller, each dated as of March 14, 2012, and Seller became the current holder of the Indebtedness and of the first priority lien upon and security interest on the Assets.

D. Debtor has defaulted in the payment on the Indebtedness to Seller.

E. Upon Debtor's default, Seller exercised its rights as a perfected secured creditor to sell, transfer and assign the Assets pursuant to a public auction held on April 16, 2012, as authorized by applicable security and other agreements, instruments and other writings and under

applicable law (including, without limitation, Section 9-610 of the New York Uniform Commercial Code).

F. Seller hereby assigns, sells, transfers, sets over and delivers free and clear of any security interest of Seller, and of any security interest or other lien subordinate thereto, the Debtor's interests in the Assets to Buyer in accordance with Seller's rights to dispose of the Debtor's interests in the Assets under applicable security and other agreements, instruments and other writings and under applicable law (including, without limitation, Sections 9-610 and 9-617 of the New York Uniform Commercial Code).

COVENANTS

1 No Warranties Except as Expressly Set Forth Herein; Certain Damages Excluded. Except as otherwise specifically provided in this Bill of Sale, the sale of the Assets pursuant to this Bill of Sale is made by Seller "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE," such sale is in all respects FINAL and NO REFUND OR RETURN will be given or accepted by Seller. Except as otherwise specifically provided in this Bill of Sale, **SELLER MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY OF TITLE, OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSES, OR OTHERWISE, WITH RESPECT TO THE PROPERTY.** Notwithstanding the foregoing, Seller represents and warrants that (a) it is the holder of the Note and Security Agreement evidencing the Indebtedness, (b) that the sale effected hereby and sale process utilized by Seller is in full compliance with the requirements of Article 9 of New York Uniform Commercial Code and (c) the sale of the Assets is free and clear of all subordinate liens and security interests other than liens created under any law of the New York that are not to be discharged.

2 Miscellaneous. This Bill of Sale (a) constitutes the entire agreement between Seller and Buyer with respect to the subject matter of this Bill of Sale, and supersedes all prior and contemporaneous agreements, memoranda, negotiations and discussions, whether oral or written, between or among the Seller, Buyer or any other person or entity with respect to such subject matter or otherwise regarding the Assets, (b) shall be construed, interpreted and enforced in accordance with the internal laws of the State of New York, without regard to the law of any other jurisdiction, (c) may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument, (d) may be executed by facsimile or electronic signature, and (e) shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, legal representatives, executors, administrators, successors and assigns. Seller may, in its sole discretion, require Buyer to execute Buyer's Acknowledgment following this Bill of Sale and return a copy of this Bill of Sale together with such Buyer's Acknowledgment so executed, but any failure by Seller to impose such requirement or failure by Buyer to comply therewith shall not render invalid or otherwise affect this Bill of Sale in any respect. **SELLER AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING RELATING TO THIS BILL**

OF SALE OR OTHERWISE TO THE ASSETS OR THE SALE THEREOF PURSUANT TO THIS BILL OF SALE.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the 16th day of April 2012.

EMERALD LANE II KVB, LLC

By: Eric Hamant
Name: Eric Hamant
Title: CEO and President

SCHEDULE 1

DESCRIPTION OF ASSETS

Intellectual property and other intangible assets and rights of Debtor consisting of registered and unregistered trademarks subject to Secured Party's Liens and related applications and/or registrations owned by K. Van Bourgondien & Sons, Inc., including, but not limited to, those identified in the below chart, as well as the below listed applications and/or registrations:

| MARK | STATUS | REGISTRATION NUMBER | REGISTRATION DATE | SERIAL NUMBER | FILE DATE | COUNTRY |
|--------------------|------------|---------------------|---------------------------------------|---------------|-------------------|---------|
| BLUEBERRY FROSTING | Abandoned | N/A | N/A Abandoned June 6, 2007 | 78774760 | December 16, 2005 | USA |
| RAINBOW SORBET | Abandoned | N/A | N/A Abandoned December 15, 2006 | 78774755 | December 16, 2005 | USA |
| STRAWBERRY SWIRL | Abandoned | N/A | N/A Abandoned May 15, 2007 | 78774748 | December 16, 2005 | USA |
| LEMON SWIRL | Abandoned | N/A | N/A Abandoned December 18, 2006 | 78774743 | December 16, 2005 | USA |
| RASPBERRY RIPPLE | Abandoned | N/A | N/A Abandoned December 27, 2006 | 78774739 | December 16, 2005 | USA |
| THE MAGIC EGG | Registered | 3360630 | December 25, 2007 | 78772867 | December 14, 2005 | USA |
| EZ BULBS | Registered | 3276882 | August 7, 2007 | 78633688 | May 20, 2005 | USA |
| BLOOMING BUDDIES | Abandoned | N/A | N/A Abandoned April 16, 2009 | 77369906 | January 11, 2008 | USA |
| SLEEPING BEAUTIES | Registered | 3768042 | March 30, 2010 | 77341021 | November 30, 2007 | USA |

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|--------------------------------------|------------|---------|-------------------------------------|----------|-------------------|-----|
| DUTCH BULBS BY VAN BOURGONDIEN | Registered | 3471063 | July 22, 2008 | 77318865 | November 1, 2007 | USA |
| HANS BRINKER | Registered | 3380512 | February 12, 2008 | 77137398 | March 22, 2007 | USA |
| BULBMALL.COM | Abandoned | N/A | N/A | 75792420 | September 3, 1999 | USA |
| | | | Abandoned June 21, 2001 | | | |
| BULBMALL | Cancelled | 2582920 | June 18, 2002 | 75792419 | September 3, 1999 | USA |
| | | | Cancellation Date March 21, 2009 | | | |
| BULB MALL | Abandoned | N/A | N/A | 75792418 | September 3, 1999 | USA |
| | | | Abandoned June 21, 2001 | | | |
| BLOOMING BUDDIES | Abandoned | N/A | N/A | 75755664 | June 15, 1999 | USA |
| | | | Abandoned September 25, 2000 | | | |
| INSTANT WATER GARDEN | Abandoned | N/A | N/A | 75631875 | February 1, 1999 | USA |
| | | | Abandoned June 12, 2000 | | | |
| GARDENS OF DISTINCTION | Abandoned | N/A | N/A | 75608564 | December 17, 1998 | USA |
| | | | Abandoned July 6, 2001 | | | |
| PERENNIAL PARTNERS | Abandoned | N/A | N/A | 75608550 | December 17, 1998 | USA |
| | | | Abandoned May 7, 2002 | | | |
| FLOWERING FRIENDS | Cancelled | 2364029 | July 4, 2000 | 75607779 | December 17, 1998 | USA |
| | | | Cancellation Date April 7, 2007 | | | |
| THE BULB LADY | Cancelled | 2279764 | September 21, 1999 | 75267530 | April 1, 1997 | USA |
| | | | Cancellation Date June 24, 2006 | | | |

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|-------------------------------------|------------|---------|--|----------|--------------------|-----|
| THE BULB LADY | Cancelled | 2161746 | June 2, 1998 | 75267529 | April 1, 1997 | USA |
| | | | Cancellation Date March 5, 2005 | | | |
| HANS BRINKER | Cancelled | 2132152 | January 27, 1998 | 75191635 | October 29, 1996 | USA |
| | | | Cancellation Date October 30, 2004 | | | |
| VAN DYCK'S | Registered | 1854799 | September 20, 1994 | 74407803 | June 30, 1993 | USA |
| CAVALIER BULB COMPANY | Cancelled | 1918235 | September 12, 1995 | 74407387 | June 30, 1998 | USA |
| | | | Cancellation Date June 24, 2006 | | | |
| VAN BOURGONDIIEN | Registered | 1885160 | March 21, 1995 | 74407380 | June 30, 1993 | USA |
| HANS BRINKER JUMBO PACK | Abandoned | N/A | N/A | 73814687 | July 25, 1989 | USA |
| | | | Abandoned May 2, 1990 | | | |
| HANS BRINKER SAC-PAC | Cancelled | 1595629 | May 8, 1990 | 73814656 | July 25, 1989 | USA |
| | | | Cancellation Date November 11, 1996 | | | |
| HANS BRINKER MASTER GARDENER SERIES | Cancelled | 1597723 | May 22, 1990 | 73805873 | June 12, 1989 | USA |
| | | | Cancellation Date November 25, 1996 | | | |
| HANS BRINKER | Expired | 1051424 | October 26, 1976 | 73063254 | September 17, 1975 | USA |
| EDIBLES BY VAN BOURGONDIIEN | | | | | | USA |
| PERENNIALS BY VAN BOURGONDIIEN | | | | | | USA |
| SHRUBS & VINES BY VAN BOURGONDIIEN | | | | | | USA |

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|-------------------------------------|------------|-----------|-------------------------------|---------|--------------------|--------|
| SLEEPING BEAUTIES & Design (colour) | Registered | TMA800133 | June 16, 2011 | 1383886 | February 19, 2008 | Canada |
| VAN BOURGONDIEEN | Registered | TMA437713 | December 30, 1994 | 0734418 | August 6, 1993 | Canada |
| HANS BRINKER MASTER GARDENER SERIES | Expunged | TMA417013 | September 17, 1993 | 0696968 | January 9, 1992 | Canada |
| BULBMALL.COM | Abandoned | N/A | N/A | 1028631 | September 10, 1999 | Canada |
| | | | Inactivated December 27, 2001 | | | |
| THE MAGIC EGG | Registered | TMA729385 | November 25, 2008 | 1292858 | March 8, 2006 | Canada |
| INSTANT WATER GARDEN | Registered | TMA540297 | January 25, 2001 | 1006173 | February 23, 1999 | Canada |
| BULBMALL | Registered | TMA586636 | August 6, 2003 | 1028630 | September 10, 1999 | Canada |
| PERENNIAL PARTNERS | Abandoned | N/A | N/A | 1000173 | December 21, 1998 | Canada |
| | | | Inactivated November 13, 2001 | | | |
| CAVALIER BULB COMPANY & DESIGN | Registered | TMA438446 | January 27, 1995 | 0736493 | September 2, 1993 | Canada |
| BULB MALL | Abandoned | N/A | N/A | 1028628 | September 10, 1999 | Canada |
| | | | Inactivated December 27, 2001 | | | |
| VAN DYCK'S FLOWER FARMS, INC. | Registered | TMA434512 | October 14, 1994 | 0734416 | August 6, 1993 | Canada |
| GARDENS OF DISTINCTION | Abandoned | N/A | N/A | 1000174 | December 21, 1998 | Canada |
| | | | Inactivated January 18, 2001 | | | |
| HANS BRINKER | Registered | TMA409548 | March 12, 1993 | 0696969 | January 9, 1992 | Canada |
| BLOOMING BUDDIES | Registered | TMA576709 | February 28, 2003 | 1090413 | January 24, 2001 | Canada |

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|---|------------|-----------|--------------------------------|-----------------|-------------------|--------|
| FLOWERING FRIENDS | Abandoned | N/A | N/A | 1000175 | December 21, 1998 | Canada |
| | | | Inactivated October 2, 2002 | | | |
| DUTCHBULBS BY VAN BOURGONDIE | | | | | | Canada |
| VAN DYCK'S | | | | | | Canada |
| BLOOMING BUDDIES | Registered | 001967942 | March 5, 2002 | 001967942 | November 23, 2000 | CTM |
| THE BULB LADY and Design ENGLISH | Registered | 4408147 | August 11, 2000 | H11- 089540 | October 1, 1999 | Japan |
| THE BULB LADY and Design KATAKANA | Registered | 4408149 | August 11, 2000 | H11- 89554 | October 1, 1999 | Japan |
| VAN BOURGONDIE ENGLISH | Registered | 4408148 | August 11, 2000 | H11- 89551 | October 1, 1999 | Japan |
| VAN BOURGONDIE KATAKANA | Registered | 4442176 | December 22, 2000 | 2000- 001560 | January 14, 2000 | Japan |

| Domain Name / TLD | Exp Date |
|--------------------|-------------------|
| bulblady.com | January 11, 2013 |
| bulbmall.com | June 22, 2012 |
| bulbmall.net | June 22, 2012 |
| dutchbulbs.com | January 3, 2013 |
| ezbulbs.com | February 23, 2013 |
| kvbwholesale.com | February 14, 2013 |
| simplepleasure.com | October 7, 2014 |
| thebulblady.com | January 18, 2013 |

| | |
|--------------------|-------------------|
| vanbourgondien.com | October 8, 2014 |
| vandycks.com | September 3, 2016 |
| vbwholesale.com | February 14, 2013 |
| onderwater.com | June 15, 2012 |


BUYER'S ACKNOWLEDGEMENT

The undersigned Buyer certifies to Emerald Lane II KVB, LLC (the "Seller") that (1) a fully completed copy of the foregoing Bill of Sale executed by Seller has been delivered to such Buyer and (2) such Buyer (a) has fully inspected the Assets prior to its payment of the Purchase Price, as such term is so defined in the foregoing Bill of Sale, and (b) accepts and agrees to all terms and conditions of such foregoing Bill of Sale.

Dated: April 16, 2012

BUYER:

EMERALD LANE II KVB, LLC

By: 
ERIC HAMANT,
CEO and President

04894/31333/387043.1

**TRANSFER STATEMENT
PURSUANT TO SECTION 9-619 OF THE
NEW YORK UNIFORM COMMERCIAL CODE**

This Transfer Statement is dated as of the 16th day of April, 2012, and is executed by EMERALD LANE II KVB, LLC, a Delaware limited liability company (the “**Secured Party**”), pursuant to and in accordance with Section 9-619 of the New York Uniform Commercial Code, with reference to the following:

1. Secured Party.

(a) K. Van Bourgondien & Sons, Inc., a New York corporation, having an office at 245 Route 109, Babylon, New York 11702 (the “**Debtor**”), is subject to a first priority lien upon and security interest on all, or substantially all of the assets of Debtor as security for the debts (the “**Indebtedness**”) evidenced by that certain Revolving Note, from Debtor made payable to Wells Fargo Business Credit, Inc., predecessor-in-interest to Wells Fargo Bank, N.A., dated May 11, 2004, in the original principal amount of \$10,000,000 (the “**Note**”) and the related Credit and Security Agreement from Debtor in favor of Wells Fargo Business Credit, Inc, predecessor-in-interest to Wells Fargo Bank, N.A., dated May 11, 2004, as amended by the First Amendment thereto dated May 10, 2006, Second Amendment thereto dated as of April 10, 2007, Third Amendment thereto dated as of January 10, 2008, Fourth Amendment thereto dated as of August 1, 2008, Fifth Amendment thereto dated as of February 2, 2009, and Sixth Amendment thereto dated as of July 31, 2011, and the related Patent and Trademark Security Agreement from Debtor in favor of Wells Fargo Business Credit, Inc., predecessor-in-interest to Wells Fargo Bank, N.A., dated May 11, 2004 (said Credit and Security Agreement together with said amendments and any other amendments or modifications thereto, and said Patent and Trademark Security Agreement, collectively the “**Security Agreement**”).

(b) Fredric Rose a/k/a Frederick Rose acquired the Note and Security Agreement from Wells Fargo Bank, N.A., successor-in-interest to Wells Fargo Business Credit, Inc., pursuant to that certain Allonge, dated January 13, 2012.

(c) Secured Party thereafter acquired the Note and Security Agreement from Fredric Rose pursuant to that certain Allonge and General Assignment from Fredric Rose in favor of Secured Party, each dated as of March 14, 2012, and Secured Party became the current holder of the Indebtedness and of the first priority lien upon and security interest on the Assets.

(d) Debtor has defaulted in the payment on the Indebtedness to Secured Party.

2. Collateral.

As security for payment and performance of the Indebtedness, Debtor granted to Secured Party a security interest in certain assets of Debtor, including, but not limited to, Debtor's intellectual property, other intangible assets and rights consisting of registered and unregistered trademarks and related applications and/or registrations, and all goodwill associated therewith, as further identified on **Schedule 1** attached hereto and made a part hereof (the "**Collateral**").

3. Debtor's Default.

Debtor has defaulted in the payment on the Indebtedness to the Secured Party.

4. Exercise By Secured Party Of Post-Default Remedies.

Upon Debtor's default, Secured Party exercised its rights as a perfected secured creditor to sell, transfer and assign the Collateral pursuant to a public auction held on April 16, 2012, as authorized by applicable security and other agreements, instruments and other writings and under applicable law (including, without limitation, Section 9-610 of the New York Uniform Commercial Code).

5. Buyer Has Acquired The Rights Of Secured Party In The Collateral.

On or about the 16th day of April, 2012, Secured Party assigned, sold, transferred, set over and delivered free and clear of any security interest of Secured Party, and of any security interest or other lien subordinate thereto, the Debtor's interests in the Collateral to EMERALD LANE II KVB, LLC, a Delaware limited liability company (the "**Buyer**") pursuant to that certain Secured Creditor's Bill of Sale dated as of such date, in accordance with Secured Party's rights to dispose of the Debtor's interests in the Collateral under applicable security and other agreements, instruments and other writings and under applicable law (including, without limitation, Sections 9-610 and 9-617 of the New York Uniform Commercial Code).

6. Recording of Transfer.

In accordance with Section 9-619 of the New York Uniform Commercial Code, Buyer is entitled to a transfer of record of all rights of Debtor in the Collateral, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept this Transfer Statement and promptly amend its records to reflect the aforementioned transfer of the Collateral to Buyer. Nothing herein shall act as a waiver of any of Secured Party's other rights it may have under the Note and Security Agreement, any documents executed in connection therewith, or under applicable law.

7. Name and Mailing Address of Secured Party, Debtor and Buyer.

(a) The name and mailing address of Secured Party is as follows:

Emerald Lane II KVB, LLC
5100 Schenley Place
Lawrenceburg, Indiana 47025

(b) The name and mailing address of Debtor is as follows:

K. Van Bourgondien & Sons, Inc.
245 Route 109
Babylon, New York 11702

(c) The name and mailing address of Buyer is as follows:

Emerald Lane II KVB, LLC
5100 Schenley Place
Lawrenceburg, Indiana 47025

IN WITNESS WHEREOF, Secured Party has executed this Transfer Statement as of the 16th day of April, 2012.

EMERALD LANE II KVB, LLC

By: 

Name: K. Niles Kinerk

Title: Chairman and sole Member

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STATE OF Ohio)
) SS.:
COUNTY OF Miami)

On the 3rd day of July, 2012 before me the undersigned, personally appeared K. Niles Kinerk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Transfer Statement and acknowledged to me that he executed the same in his capacity as an authorized representative of Emerald Lane II KVB, LLC and that by his signature on the Transfer Statement he executed the Transfer Statement on behalf of Emerald Lane II KVB, LLC, and that K. Niles Kinerk made such appearance before the undersigned in the City of Tipp City and State of Ohio.

Melinda M. Crankshank

Notary Public

melinda m. crankshank

my commission expires

NOV. 8, 2013

SCHEDULE 1

DESCRIPTION OF COLLATERAL

Intellectual property and other intangible assets and rights of Debtor consisting of registered and unregistered trademarks subject to Secured Party's Liens and related applications and/or registrations owned by K. Van Bourgondien & Sons, Inc., including, but not limited to, those identified in the below chart, as well as the below listed applications and/or registrations:

| MARK | STATUS | REGISTRATION NUMBER | REGISTRATION DATE | SERIAL NUMBER | FILE DATE | COUNTRY |
|--------------------|-----------|---------------------|--------------------------------|---------------|-------------------|---------|
| BLUEBERRY FROSTING | Abandoned | N/A | N/A | 78774760 | December 16, 2005 | USA |
| | | | Abandoned June 6, 2007 | | | |
| RAINBOW SORBET | Abandoned | N/A | N/A | 78774755 | December 16, 2005 | USA |
| | | | Abandoned December 15, 2006 | | | |
| STRAWBERRY SWIRL | Abandoned | N/A | N/A | 78774748 | December 16, 2005 | USA |
| | | | Abandoned May 15, 2007 | | | |
| LEMON SWIRL | Abandoned | N/A | N/A | 78774743 | December 16, 2005 | USA |
| | | | Abandoned December 18, 2006 | | | |
| RASPBERRY RIPPLE | Abandoned | N/A | N/A | 78774739 | December 16, 2005 | USA |
| | | | Abandoned December 27, 2006 | | | |

| | | | | | | |
|----------------------------------|------------|---------|-------------------------------------|----------|-------------------|-----|
| THE MAGIC EGG | Registered | 3360630 | December 25, 2007 | 78772867 | December 14, 2005 | USA |
| EZ BULBS | Registered | 3276882 | August 7, 2007 | 78633688 | May 20, 2005 | USA |
| BLOOMING BUDDIES | Abandoned | N/A | N/A | 77369906 | January 11, 2008 | USA |
| | Abandoned | | Abandoned April 16, 2009 | | | |
| SLEEPING BEAUTIES | Registered | 3768042 | March 30, 2010 | 77341021 | November 30, 2007 | USA |
| DUTCH BULBS BY VAN BOURGONDIE | Registered | 3471063 | July 22, 2008 | 77318865 | November 1, 2007 | USA |
| HANS BRINKER | Registered | 3380512 | February 12, 2008 | 77137398 | March 22, 2007 | USA |
| BULBMALL.COM | Abandoned | N/A | N/A | 75792420 | September 3, 1999 | USA |
| | Abandoned | | Abandoned June 21, 2001 | | | |
| BULBMALL | Cancelled | 2582920 | June 18, 2002 | 75792419 | September 3, 1999 | USA |
| | Cancelled | | Cancellation Date March 21, 2009 | | | |
| BULB MALL | Abandoned | N/A | N/A | 75792418 | September 3, 1999 | USA |
| | Abandoned | | Abandoned June 21, 2001 | | | |
| BLOOMING BUDDIES | Abandoned | N/A | N/A | 75755664 | June 15, 1999 | USA |
| | Abandoned | | Abandoned September 25, 2000 | | | |

| | | | | | | |
|---------------------------|------------|---------|---|----------|-------------------|-----|
| INSTANT WATER GARDEN | Abandoned | N/A | N/A | 75631875 | February 1, 1999 | USA |
| GARDENS OF DISTINCTION | Abandoned | N/A | Abandoned June 12, 2000 | 75608564 | December 17, 1998 | USA |
| | Abandoned | N/A | Abandoned July 6, 2001 | 75608550 | December 17, 1998 | USA |
| PERENNIAL PARTNERS | Abandoned | N/A | N/A | 75607779 | December 17, 1998 | USA |
| FLOWERING FRIENDS | Cancelled | 2364029 | July 4, 2000 | 75267530 | April 1, 1997 | USA |
| | Cancelled | 2279764 | Cancellation Date April 7, 2007 September 21, 1999 | 75267529 | April 1, 1997 | USA |
| THE BULB LADY | Cancelled | 2161746 | June 2, 1998 | 75191635 | October 29, 1996 | USA |
| HANS BRINKER | Cancelled | 2132152 | Cancellation Date March 5, 2005 | 74407803 | June 30, 1993 | USA |
| | Cancelled | 1854799 | January 27, 1998 Cancellation Date October 30, 2004 | | | |
| VAN DYCK'S | Registered | 1854799 | September 20, 1994 | | | |

| | | | | | | |
|---|------------|-----------|--------------------|----------|--------------------|--------|
| CAVALIER BULB COMPANY | Cancelled | 1918235 | September 12, 1995 | 74407387 | June 30, 1998 | USA |
| VAN BOURGONDIIEN | Registered | 1885160 | March 21, 1995 | 74407380 | June 30, 1993 | USA |
| HANS BRINKER JUMBO PACK | Abandoned | N/A | N/A | 73814687 | July 25, 1989 | USA |
| HANS BRINKER SAC-PAC | Cancelled | 1595629 | May 8, 1990 | 73814656 | July 25, 1989 | USA |
| HANS BRINKER MASTER GARDENER SERIES | Cancelled | 1597723 | May 22, 1990 | 73805873 | June 12, 1989 | USA |
| HANS BRINKER | Expired | 1051424 | October 26, 1976 | 73063254 | September 17, 1975 | USA |
| EDIBLES BY VAN BOURGONDIIEN | | | | | | USA |
| PERENNIALS BY VAN BOURGONDIIEN | | | | | | USA |
| SHRUBS & VINES BY VAN BOURGONDIIEN | | | | | | USA |
| SLEEPING BEAUTIES & Design (colour) | Registered | TMA800133 | June 16, 2011 | 1383886 | February 19, 2008 | Canada |

| | | | | | | |
|---|------------|-----------|----------------------------------|---------|--------------------|--------|
| VAN BOURGONDIEN | Registered | TMA437713 | December 30, 1994 | 0734418 | August 6, 1993 | Canada |
| HANS BRINKER MASTER GARDENER SERIES | Expunged | TMA417013 | September 17, 1993 | 0696968 | January 9, 1992 | Canada |
| BULBMALL.COM | Abandoned | N/A | N/A | 1028631 | September 10, 1999 | Canada |
| | | | Inactivated December 27, 2001 | | | |
| THE MAGIC EGG | Registered | TMA729385 | November 25, 2008 | 1292858 | March 8, 2006 | Canada |
| INSTANT WATER GARDEN | Registered | TMA540297 | January 25, 2001 | 1006173 | February 23, 1999 | Canada |
| BULBMALL | Registered | TMA586636 | August 6, 2003 | 1028630 | September 10, 1999 | Canada |
| PERENNIAL PARTNERS | Abandoned | N/A | N/A | 1000173 | December 21, 1998 | Canada |
| | | | Inactivated November 13, 2001 | | | |
| CAVALIER BULB COMPANY & DESIGN | Registered | TMA438446 | January 27, 1995 | 0736493 | September 2, 1993 | Canada |
| BULB MALL | Abandoned | N/A | N/A | 1028628 | September 10, 1999 | Canada |
| | | | Inactivated December 27, 2001 | | | |
| VAN DYCK'S FLOWER FARMS, INC. | Registered | TMA434512 | October 14, 1994 | 0734416 | August 6, 1993 | Canada |

| | | | | | | |
|--------------------------------------|-------------|-----------|-------------------|-----------------|-------------------|--------|
| GARDENS OF DISTINCTION | Abandoned | N/A | N/A | 1000174 | December 21, 1998 | Canada |
| HANS BRINKER | Registered | TMA409548 | March 12, 1993 | 0696969 | January 9, 1992 | Canada |
| BLOOMING BUDDIES | Registered | TMA576709 | February 28, 2003 | 1090413 | January 24, 2001 | Canada |
| FLOWERING FRIENDS | Abandoned | N/A | N/A | 1000175 | December 21, 1998 | Canada |
| DUTCHBULBS BY VAN BOURGONDIE | Inactivated | | October 2, 2002 | | | Canada |
| VAN DYCK'S | | | | | | Canada |
| BLOOMING BUDDIES | Registered | 001967942 | March 5, 2002 | 001967942 | November 23, 2000 | CTM |
| THE BULB LADY and Design ENGLISH | Registered | 4408147 | August 11, 2000 | H11-089540 | October 1, 1999 | Japan |
| THE BULB LADY and Design KATAKANA | Registered | 4408149 | August 11, 2000 | H11-89554 | October 1, 1999 | Japan |
| VAN BOURGONDIE ENGLISH | Registered | 4408148 | August 11, 2000 | H11-89551 | October 1, 1999 | Japan |
| VAN BOURGONDIE KATAKANA | Registered | 4442176 | December 22, 2000 | 2000- 001560 | January 14, 2000 | Japan |

| Domain Name / TLD | Exp Date |
|--------------------|-------------------|
| bulblady.com | January 11, 2013 |
| bulbmail.com | June 22, 2012 |
| bulbmail.net | June 22, 2012 |
| dutchbulbs.com | January 3, 2013 |
| ezbulbs.com | February 23, 2013 |
| kvbwholesale.com | February 14, 2013 |
| simplepleasure.com | October 7, 2014 |
| thebulblady.com | January 18, 2013 |
| vanbourgondien.com | October 8, 2014 |
| vandycks.com | September 3, 2016 |
| vbwholesale.com | February 14, 2013 |
| onderwater.com | June 15, 2012 |