

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hines Growers, Inc.		03/03/2013	CORPORATION: Delaware

RECEIVING PARTY DATA

05/03/2013

Name:	Wells Fargo Bank, National Association
Street Address:	5401 California Avenue, Suite 200
City:	Bakersfield
State/Country:	CALIFORNIA
Postal Code:	93309
Entity Type:	Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Serial Number:	85620618	BLOOMTASTIC!
Serial Number:	85546110	FANTASTIC BLOOMS...EVERY TIME
Serial Number:	85546107	BLOOMTASTIC!
Serial Number:	85539836	WATER RELIEF
Serial Number:	85688507	PURPLEISCIOUS
Serial Number:	85539624	EVERGREEN BEAUTY
Serial Number:	85539620	SUMMER SKY
Serial Number:	85539615	CALIFORNIA TREASURES
Serial Number:	85672901	ANGEL WHITE
Serial Number:	85664010	MUNCHKIN
Serial Number:	76359915	HALO HYDRANGEAS
Serial Number:	75436798	SUMMER GOLD
Serial Number:	74204022	GULF GREEN
Serial Number:	74180941	H

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Serial Number:	78777915	BURGUNDY BOWS
Serial Number:	78754631	CHERRY BON BON
Serial Number:	78509125	BRINGING THE BEST OF THE WORLD'S GARDENS
Serial Number:	78500806	BAMBINO
Serial Number:	78930262	PIAZZA
Serial Number:	76359916	FERN CREEK
Serial Number:	76359914	PETITE DELIGHT
Serial Number:	76277613	AFRICAN SUN
Serial Number:	76068855	ESTATE COLLECTION
Serial Number:	76048315	HINES COLOR
Serial Number:	75067356	MARIAN RED ROBIN
Serial Number:	75643367	GARDEN PARTY
Serial Number:	73789010	SIGNATURE SERIES
Serial Number:	74623486	PATIO TROPICS
Serial Number:	74618501	IVORY CARPET
Serial Number:	74610488	FESTIVAL POT
Serial Number:	74456688	CAMEO
Serial Number:	74324338	PINK LEMONADE
Serial Number:	74306109	LITTLE NICKY
Serial Number:	74263126	BAY BREEZE
Serial Number:	74018708	WINTER PRIDE
Serial Number:	73829990	HINES H
Serial Number:	74612385	PLUM DELIGHT

CORRESPONDENCE DATA

Fax Number:

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

Email: landwebe@chapman.com
 Correspondent Name: Joseph Landweber
 Address Line 1: 595 Market Street, 26th Floor
 Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:	Joseph Landweber
Signature:	/Joseph Landweber/
Date:	12/05/2013

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CONTINUATION OF ITEM #4 FROM USPTO FORM 1594

	Trademark	Reg. Number	Reg. Date	Application Number	Application Date
1.	BLOOMASTIC! And Design	4,210,213	09/18/2012	85/620,618	05/09/2012
2.	FANTASTIC BLOOMS...EVERY TIME	4,209,891	09/18/2012	85/546,110	02/17/2012
3.	BLOOMASTIC!	4,209,889	09/18/2012	85/546,107	02/17/2012
4.	WATER RELIEF	4,232,986	09/18/2012	85/539,836	02/10/2012
5.	PURPLEISCIOUS	ITU	N/A	85/688,507	07/27/2012
6.	EVERGREEN BEAUTY	4,318,516	09/18/2012	85/539,624	02/10/2012
7.	SUMMER SKY	4,251,571	11/27/2012	85/539,620	02/10/2012
8.	CALIFORNIA TREASURES	4,255,299	12/04/2012	85/539,615	02/10/2012
9.	ANGEL WHITE	ITU	N/A	85/672,901	07/10/2012
10.	MUNCHKIN	ITU	N/A	85/664,010	06/28/2012
11.	HALO HYDRANGEAS	2,987,725	08/23/2005	76/359,915	07/16/2002
12.	SUMMER GOLD	2,530,126	01/15/2002	75/436,798	02/19/1998
13.	GULF GREEN	1,705,287	08/04/1992	74/204,022	09/16/1991
14.	H and Design	1,714,001	09/08/1992	74/180,941	06/28/1991
15.	BURGUNDY BOWS	3,246,571	05/29/2007	78/777,915	12/21/2005
16.	CHERRY BON BON	3,352,054	12/11/2007	78/754,631	11/15/2005
17.	BRINGING THE BEST OF THE WORLD'S GARDENS TO YOU	3,081,992	04/18/2006	78/509,125	11/01/2004
18.	BAMBINO	3,230,733	04/17/2007	78/500,806	10/15/2004
19.	PIAZZA	3,562,670	01/13/2009	78/930,262	07/14/2006
20.	FERN CREEK	2,780,338	11/04/2003	76/359,916	01/16/2002
21.	PETITE DELIGHT	2,803,139	01/06/2004	76/359,914	01/16/2002
22.	AFRICAN SUN	2,710,658	04/29/2003	76/277,613	06/27/2001
23.	ESTATE COLLECTION	2,602,180	07/30/2002	76/068,855	06/12/2000
24.	HINES COLOR	2,622,986	09/24/2002	76/048,315	05/15/2000
25.	GARDEN PARTY	2,451,683	05/15/2001	75/643,367	02/17/1999
26.	MARIAN RED ROBIN	2,077,119	07/08/1997	75/067,356	03/04/1996
27.	SIGNATURE SERIES	1,575,370	01/02/1990	73/789,010	03/27/1989
28.	PATIO TROPICS	1,944,103	12/26/1995	74/623,486	01/20/1995

	Trademark	Reg. Number	Reg. Date	Application Number	Application Date
29.	IVORY CARPET	1,948,705	01/16/1996	74/618,501	01/06/1995
30.	FESTIVAL POT	1,943,943	12/26/1995	74/610,488	12/13/1994
31.	CAMEO	1,865,914	12/06/1994	74/456,688	11/10/1993
32.	PINK LEMONADE	1,775,403	06/08/1993	74/324,338	10/20/1992
33.	LITTLE NICKY	1,764,767	04/13/1993	74/306,109	08/07/1992
34.	BAY BREEZE	1,800,226	10/19/1993	74/263,126	04/06/1992
35.	WINTER PRIDE	1,615,964	10/02/1990	74/018,708	01/12/1990
36.	HINES H (and design)	1,601,244	06/12/1990	73/829,990	10/10/1989
37.	PLUM DELIGHT	2,103,789	10/07/1997	74/612,385	12/19/1994

AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

THIS AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST (this "Agreement"), dated May 3, 2013 is by and between, Hines Growers, Inc., a Delaware corporation ("Grantor"), located at 2575 Olive Hill Road, Fallbrook, California 92028, and Wells Fargo Bank, National Association ("Bank"). Each capitalized term utilized in this Agreement that is not defined in the Security Agreement (as hereinafter defined), the Credit Agreement (as hereinafter defined) or this Agreement, but is defined in the UCC, shall have the meaning set forth in Article 1, 8 or 9 of the UCC, as applicable.

WHEREAS, Grantor owns and uses in its business, and will, in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Color Spot Nurseries, Inc., a Delaware corporation ("Color Spot Nurseries"), has entered into that certain Sixth Amended and Restated Credit Agreement, dated as of September 30, 2011, by and between Color Spot Nurseries and Bank (as amended, restated, modified or supplemented from time to time, the "Prior Credit Agreement"), pursuant to which Bank has extended certain financial accommodations to Color Spot Nurseries;

WHEREAS, in connection with the Prior Credit Agreement, Grantor has delivered that certain Grant of Trademark Security Interest, dated as of October 30, 2012 (the "Prior Grant"), in favor of Bank as security for certain guaranteed obligations relating to the Prior Credit Agreement;

WHEREAS, Color Spot Nurseries and Grantor (Grantor together with Color Spot Nurseries, each a "Borrower", and, collectively, the "Borrowers"), have entered into that certain Seventh Amended and Restated Credit Agreement, dated as of May 3, 2013, by and among Borrowers and Bank (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), pursuant to which Bank has extended certain financial accommodations to Borrowers;

WHEREAS, pursuant to the terms of that certain Security Agreement dated of even date herewith (as amended, restated modified or supplemented from time to time, the "Security Agreement"), by and among Color Spot Nurseries, Grantor and Bank, Grantor has granted to Bank a security interest in, and Bank has become a secured creditor with respect to, the Collateral specified therein, including the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Bank pursuant to the Security Agreement and to amend and restate the Prior Grant, Grantor hereby grants to Bank a security interest in all of Grantor's right, title and interest in and to the following, in each case, whether now or hereafter existing or whether now owned or hereafter acquired and wherever the same may be located (the "Trademark Collateral"):

- (i) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States of America ("United States") and any state thereof and in foreign countries (including, without limitation, the

registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business connected with the use of and symbolized by the Trademarks;

(ii) all rights under or interest in any trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, to the extent a grant of a security interest in and to any such license agreement would not result in a breach or violation of such license agreement (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses"); and

(iii) all income, royalties, damages, payments and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the "Collateral" include, and Grantor shall not be deemed to have granted a security interest in any of Grantor's rights in or under, any United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

If, before the Obligations shall have been paid in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Grant shall automatically apply thereto. Grantor shall promptly update this Grant attached hereto as necessary, but no more frequently than once per fiscal quarter, and Grantor shall provide written notice to Bank of such updates on a fiscal quarterly basis. Grantor authorizes Bank to modify this Agreement by amending Schedule A attached hereto to reflect such updates.

Grantor does hereby further acknowledge and affirm that this Agreement is made in connection with, and subject to the terms of, the Security Agreement and that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, subsection 12(b), 12(d) and 12(f). In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This Agreement amends and restates the Prior Grant in its entirety, effective as of the Effective Date, and is not intended to constitute a novation of the obligations thereunder. Nothing contained herein shall terminate any security interests, guaranties or subordinations in favor of Bank and all such security interests, guaranties and subordinations shall continue in full force and effect. The amendments, restatements and other modifications made hereby and with respect to the other Loan Documents on the Effective Date shall be effective as of the Effective Date.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year specified at the beginning hereof.

HINES GROWERS, INC.,
a Delaware corporation

By: Rodney Orms
Name: Rodney Orms
Its: Chief Financial Officer and Vice President

ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Don Unruh
Title: Vice President
Address: Bakersfield RCBO
MAC 32511-020
5401 California Avenue, Suite 200
Bakersfield, California 93309
Attention: Don Unruh

SIGNATURE PAGE TO
AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 005171 FRAME: 0809

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HINES GROWERS, INC.,
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By: _____
Name: Rodney Omgs
Its: Chief Financial Officer and Vice President

ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

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Title: Vice President
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Bakersfield, California 93309
Attention: Don Unruh

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AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 005171 FRAME: 0810

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

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