

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432282

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HINES GROWERS, INC.		05/25/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	333 South Grand Avenue, 7th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1705287	GULF GREEN	
<b>Registration Number:</b>	1714001	H	
<b>Registration Number:</b>	2530126	SUMMER GOLD	
<b>Registration Number:</b>	4255299	CALIFORNIA TREASURES	
<b>Registration Number:</b>	4251571	SUMMER SKY	
<b>Registration Number:</b>	4232986	WATER RELIEF	
<b>Registration Number:</b>	4209889	BLOOMTASTIC!	
<b>Registration Number:</b>	4210213	BLOOMTASTIC!	
<b>Registration Number:</b>	4209891	FANTASTIC BLOOMS...EVERY TIME	
<b>Registration Number:</b>	4318516	EVERGREEN BEAUTY	
<b>Registration Number:</b>	4837076	ANGEL WHITE	
<b>Registration Number:</b>	4813180	PURPLEICIOUS	
<b>Registration Number:</b>	2451683	GARDEN PARTY	
<b>Registration Number:</b>	2077119	MARIAN RED ROBIN	
<b>Registration Number:</b>	1944103	PATIO TROPICS	
<b>Registration Number:</b>	1948705	IVORY CARPET	
<b>Registration Number:</b>	1943943	FESTIVAL POT	
<b>Registration Number:</b>	1865914	CAMEO	
<b>Registration Number:</b>	1615964	WINTER PRIDE	

CH \$540.00 1705287

Property Type	Number	Word Mark
Registration Number:	1601244	HINES H
Registration Number:	2103789	PLUM DELIGHT

**CORRESPONDENCE DATA**

**Fax Number:** 8585094010  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 858-509-4071  
**Email:** sdipdocket@pillsburylaw.com  
**Correspondent Name:** Michelle L. Mehok  
**Address Line 1:** 12255 El Camino Real, Suite 300  
**Address Line 4:** San Diego, CALIFORNIA 92130

<b>NAME OF SUBMITTER:</b>	Michelle L. Mehok
<b>SIGNATURE:</b>	/michelle mehok/
<b>DATE SIGNED:</b>	06/22/2017

**Total Attachments: 18**

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## PATENT, TRADEMARK AND LICENSE MORTGAGE

This PATENT, TRADEMARK AND LICENSE MORTGAGE ("*Mortgage*") is made as of May 25, 2017, by HINES GROWERS, INC., a Delaware corporation, ("*Mortgagor*") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION as lender ("*Mortgagee*").

### WITNESSETH:

WHEREAS, Mortgagor and Color Spot Nurseries, Inc. (collectively, the "*Borrowers*") entered into that certain Seventh Amended and Restated Credit Agreement, dated as of May 3, 2013, by and between the Borrowers, as borrowers, and Mortgagee, as lender (as amended, restated, modified or supplemented from time to time, the "*2013 Credit Agreement*"), pursuant to which Mortgagee extended certain financial accommodations to Borrowers;

WHEREAS, in connection with the 2013 Credit Agreement, Borrowers delivered a Security Agreement dated as of May 3, 2013 (as amended, restated, modified or supplemented from time to time, the "*Security Agreement*") in favor of Mortgagee, which provides for the grant by Borrowers to Mortgagee of a security interest in substantially all of the Borrowers' assets, including, without limitation, the patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and certain licenses of Mortgagor;

WHEREAS, Mortgagor has previously delivered to Mortgagee an Amended And Restated Grant Of Trademark Security Interest dated as of May 3, 2013 and an Amended And Restated Grant Of Patent Security Interest dated as of May 3, 2013 as security for Mortgagor's obligations arising under the 2013 Credit Agreement;

WHEREAS, Mortgagee and Borrowers amended and restated the 2013 Credit Agreement by way that certain Eighth Amended and Restated Credit Agreement, dated as of December 23, 2014, by and among Borrowers and Mortgagee (as amended, modified or supplemented from time to time, the "*2014 Credit Agreement*"), pursuant to which Mortgagee extended certain financial accommodations to Borrowers;

WHEREAS, Borrowers and Mortgagee entered into a Credit Agreement dated as of February 3, 2017 (as amended, modified or supplemented from time to time, the "*February 2017 Credit Agreement*"), pursuant to which Mortgagee extended credit to the Borrowers;

WHEREAS, Borrowers have requested that Mortgagee (i) amend and restate the 2014 Credit Agreement as set forth in a Ninth Amended and Restated Credit Agreement between Borrowers and Mortgagee dated as of May 25, 2017 (as amended, modified and/or supplemented from time to time, the "*Credit Agreement*"), and (ii) advance funds and extend credit under the Credit Agreement sufficient in amount to satisfy the Borrowers' obligations under the February 2017 Credit Agreement;

WHEREAS, in connection with the execution and delivery of the Credit Agreement, Mortgagor desires to enter into this Mortgage to, among other things, further secure Mortgagor's obligations under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

## SECTION 1. CAPITALIZED TERMS.

All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement, and to the extent not defined therein, such capitalized terms shall have the meaning set forth in the Security Agreement.

## SECTION 2. MORTGAGE OF PATENTS, TRADEMARKS AND LICENSES.

To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby creates a security interest in, pledges and transfers to Mortgagee, for its benefit, as and by way of a mortgage and security interest having priority over all other security interests, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "*Patent*" and, collectively, as the "*Patents*");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations and service mark registration applications, including, without limitation, the trademarks, trade names, service marks, registrations and applications for registration listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "*Trademark*", and, collectively, as the "*Trademarks*"); *provided however*, no security interest shall be granted or enforced in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, together with the goodwill symbolized thereby;

(iii) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any registration or application for registration or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof, and excluding all license agreements which, according to their terms, may not be assigned without the prior written consent of the licensors

thereto (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the power, to the extent permitted by law, to sell the Patents, Trademarks and Licenses.

### SECTION 3. WARRANTIES, REPRESENTATIONS AND COVENANTS.

Mortgagor warrants and represents to Mortgagee that:

(i) No Patents, Trademarks and Licenses have been adjudged invalid or unenforceable or have been cancelled, in whole or in part, or are not presently subsisting;

(ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses (except for Licenses with respect to which Mortgagor is not the exclusive licensee), free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using, or has a current bona fide intention to use, all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the right to execute and deliver this Mortgage and perform its terms.

**REDACTED**

**REDACTED**

**SECTION 6. ROYALTIES; TERM.**

The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the Obligations have been paid in full (except for contingent indemnification obligations pursuant to Section 8.3 of the Credit Agreement or under the indemnification provisions of the Loan Documents) and the Credit Agreement and the other Loan Documents have been terminated. Upon the occurrence and during the continuance of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

**REDACTED**

**REDACTED**

**REDACTED**

SECTION 13. WAIVERS.

No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Credit Agreement or any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 14. SEVERABILITY.

The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

SECTION 15. MODIFICATION.

This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

**REDACTED**



**REDACTED**

SECTION 17. BINDING EFFECT; BENEFITS.

This Mortgage shall become effective upon the Effective Date, as defined in the Credit Agreement. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

SECTION 18. GOVERNING LAW.

This Mortgage shall be governed by and construed in accordance with the internal laws of the state of California.

**REDACTED**

**REDACTED**

**REDACTED**

SECTION 20. HEADINGS.

Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

SECTION 21. FURTHER ASSURANCES.

Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

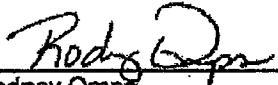
SECTION 22. SURVIVAL OF REPRESENTATIONS .

All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the day and year first above written.

HINES GROWERS, INC.

By:   
Rodney Omps  
Chief Financial Officer,  
Vice President and Secretary

Accepted and Agreed as of the day and year first above written.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:   
Jeffrey K. Scott  
Senior Vice President

SIGNATURE PAGE TO  
PATENT, TRADEMARK AND LICENSE MORTGAGE

4829-0728-4296.v2

TRADEMARK  
REEL: 006089 FRAME: 0900

**EXHIBIT A****PATENTS**

<b>Holder</b>	<b>Application No.</b>	<b>Publication Date</b>	<b>Publication No.</b>	<b>Title</b>
Hines Growers, Inc.	US13986204	2015-02-17	USPP025293P3	Tulbaghia plant named 'Hinetul1'
Hines Growers, Inc.	US13385985	2014-12-30	USPP025204P3	Agapanthus plant named 'HinesAg1'
Hines Growers, Inc.	US13573317	2014-03-11	USPP024300P2	Buddleia Plant Named 'Hinebud3'
Hines Growers, Inc.	US13385241	11/19/2013	USPP024030P3	Buddleia plant named 'Hinebud2'
Hines Growers, Inc.	US13199738	3/26/2013	USPP023498P2	Buddleia plant named 'Hinebud1'
Hines Growers, Inc.	US11000544	5/1/2007	USPP017669P3	Plant variety of Loropetalum chinense var. rubrum named 'Sato's Dwarf Red'
Hines Growers, Inc.	US11207517	4/10/2007	USPP017577P3	Hibiscus rosa-sinensis plant named 'ENLIGHTENMENT'
Hines Growers, Inc.	US11207515	3/27/2007	USPP017523P3	Hibiscus rosa-sinensis plant named 'BIG BIRD'
Hines Growers, Inc.	US11207516	3/6/2007	USPP017470P2	Hibiscus rosa-sinensis plant named 'ISLAND MAGIC'
Hines Growers, Inc.	US11213646	3/6/2007	USPP017466P2	Hibiscus rosa-sinensis plant named 'Hollywood'
Hines Growers, Inc.	US10984267	11/14/2006	USPP017203P3	Plant variety of Davidia involucrata named 'Purpleleaf'
Hines Growers, Inc.	US10984264	8/29/2006	USPP017066P3	Plant variety Davidia involucrata named 'Aya Nishiki'
Hines Growers, Inc.	US10882781	6/13/2006	USPP016651P3	Plant variety of Vinca minor named 'Giant Steps'

Exhibit A

4829-0728-4296.v1

**TRADEMARK**  
**REEL: 006089 FRAME: 0901**

Hines Growers, Inc.	US10246876	4/11/2006	USPP016433P3	Tilia cordata plant named 'Shibamichi Gold'
Hines Growers, Inc.	US10764025	8/23/2005	USPP015926P3	Hibiscus rosa-sinensis plant named 'Smiley Face'
Hines Growers, Inc.	US10107904	8/9/2005	USPP015910P3	Acer palmatum plant named 'Fujinami Nishiki'
Hines Growers, Inc.	US10278606	5/17/2005	USPP015765P3	Skimmia japonica named 'Ranso En'
Hines Growers, Inc.	US10061087	3/8/2005	USPP015625P3	Loropetalum chinense variety rubrum named 'Melting Pot'
Hines Growers, Inc.	US09736758	3/8/2005	USPP015624P3	Hydrangea paniculata plant named 'Shikoku Flash'
Hines Growers, Inc.	US10153089	2/1/2005	USPP015522P3	Pachycentria formosana plant named 'Gifu Variegated'
Hines Growers, Inc.	US10764060	12/14/2004	USPP015423P2	Hibiscus rosa-sinensis plant named 'Heartbeat'
Hines Growers, Inc.	US10764188	10/26/2004	USPP015281P2	Hibiscus rosa-sinensis plant named 'Nova'
Hines Growers, Inc.	US10764156	10/19/2004	USPP015258P2	Hibiscus rosa-sinensis plant named 'Forever Young'
Hines Growers, Inc.	US10764043	10/19/2004	USPP015257P2	Hibiscus rosa-sinensis plant named 'Moon Pie'
Hines Growers, Inc.	US10027597	10/19/2004	USPP015247P3	Kerria japonica plant named 'Fubuki Nishiki'
Hines Growers, Inc.	US10357634	10/19/2004	USPP015239P3	Hydrangea hybrid plant named 'Sweet Carol'
Hines	US10357938	10/12/2004	USPP015222P3	Hydrangea hybrid



Growers, Inc.				plant named 'Sweet Chris'
Hines Growers, Inc.	US10212948	2004-06-29	USPP014970P3	Hydrangea serrata plant named 'Okan'
Hines Growers, Inc.	US10107905	2004-06-01	USPP014838P3	Carpinus coreana plant named 'Kuro Bijin'
Hines Growers, Inc.	US10107906	2004-05-04	USPP014744P3	Aucuba japonica plant named 'Natsu-No-Kumo'
Hines Growers, Inc.	US10153118	2003-09-23	USPP014164P2	Hibiscus rosa-sinensis plant named 'Snowfire'
Hines Growers, Inc.	US09617586	2003-05-27	USPP013845P2	Hydrangea anomala subspecies petiolaris plant named 'Kasai'
Hines Growers, Inc.	US09544007	2003-05-20	USPP013823P2	Disanthus cercidifolius named 'Seiju Yamaguchi'
Hines Growers, Inc.	US09662276	2003-05-20	USPP013822P2	Albizia julibrissin tree named 'Summer Chocolate'
Hines Growers, Inc.	US09544008	2003-05-20	USPP013821P2	Corylopsis spicata plant named 'Golden Spring'
Hines Growers, Inc.	US10074776	2003-04-01	USPP013693P2	Loropetalum chinense variety rubrum named 'Mosaic'
Hines Growers, Inc.	US10152944	2003-03-25	USPP013674P2	Hibiscus rosa-sinensis plant name 'AMAZON QUEEN'
Hines Growers, Inc.	US10153117	2003-03-11	USPP013651P2	Hibiscus rosa-sinensis plant named 'SATIN PILLOW'
Hines Growers, Inc.	US09736759	2002-12-31	USPP013430P3	Abelia x grandiflora plant named 'White Marvel'
Hines Growers, Inc.	US09602177	2002-11-19	USPP013247P2	Hydrangea anomala subspecies petiolaris plant named 'Kuga'

				Variegated'
Hines Growers, Inc.	US09516305	2002-08-06	USPP012836P2	Plant variety of Lonicera×brownii named 'Kristin's Gold'
Hines Growers, Inc.	US09490863	2002-06-11	USPP012701P2	Hydrangea macrophylla named 'Yellowleaf'
Hines Growers, Inc.	US09311102	2002-04-02	USPP012510P3	Euphorbia cyathophora plant named 'Yoko's White'
Hines Growers, Inc.	US09599684	2002-01-08	USPP012349P2	Camellia rosthorniana plant named 'Elina'
Hines Growers, Inc.	US09411664	2001-12-25	USPP012304P2	Camellia plant named 'Elina Cascade'
Hines Growers, Inc.	US09460000	2001-12-11	USPP012265P2	Tibouchina plant named 'Angyo White'
Hines Growers, Inc.	US09411662	2001-12-04	USPP012245P2	Campsis radicans named 'Takarazuka variegated'
Hines Growers, Inc.	US09358573	2001-11-13	USPP012204P2	Magnolia virginiana named 'Mattie Mae Smith'
Hines Growers, Inc.	US09300579	2001-11-13	USPP012203P2	Loropetalum plant named 'Hindwarf'
Hines Growers, Inc.	US09300578	2001-11-06	USPP012192P2	Yucca recurvifolia plant named 'Hin Vargas'
Hines Growers, Inc.	US09460001	2001-08-07	USPP012034P2	Tibouchina plant named 'Angyo Lavender'
Hines Growers, Inc.	US09460003	2001-08-07	USPP012033P2	Juniper plant named 'Taylor's Blue'
Hines Growers, Inc.	US09460002	2001-07-17	USPP012002P2	Phlox plant named 'Nihon Kaki Variegated'
Hines Growers, Inc.	US09460004	2001-06-26	USPP011957P2	Lycianthes plant named 'Variegated Splash'



Hines Growers, Inc.	US08799214	1999-07-13	USPP011008P	Leucothoe plant named 'Fontanesiana Tricolor'
Hines Growers, Inc.	US08963429	1999-04-27	USPP010866P	Agapanthus plant named 'Hinag'
Hines Growers, Inc.	US08759605	1998-04-07	USPP010317P	Lonicera japonica 'Hinlon'

**EXHIBIT B**  
**TRADEMARKS**

Holder	Mark	Serial No. / Reg. No.
Hines Growers, Inc.	GULF GREEN	1705287
Hines Growers, Inc.		1714001
Hines Growers, Inc.	SUMMER GOLD	2530126
Hines Growers, Inc.	CALIFORNIA TREASURES	4255299
Hines Growers, Inc.	SUMMER SKY	4251571
Hines Growers, Inc.	WATER RELIEF	4232986
Hines Growers, Inc.	BLOOMTASTIC!	4209889
Hines Growers, Inc.		4210213
Hines Growers, Inc.	FANTASTIC BLOOMS...EVERY TIME	4209891
Hines Growers, Inc.	EVERGREEN BEAUTY	4318516
Hines Growers, Inc.	ANGEL WHITE	4837076
Hines Growers, Inc.	PURPLEICIOUS	4813180
Hines Growers, Inc.	GARDEN PARTY	2451683
Hines Growers, Inc.	MARIAN RED ROBIN	2077119
Hines Growers, Inc.	PATIO TROPICS	1944103


Holder	Mark	Serial No. / Reg. No.
Hines Growers, Inc.	IVORY CARPET	1948705
Hines Growers, Inc.	FESTIVAL POT	1943943
Hines Growers, Inc.	CAMEO	1865914
Hines Growers, Inc.	WINTER PRIDE	1615964
Hines Growers, Inc.	<b>Hines</b> 	1601244
Hines Growers, Inc.	PLUM DELIGHT	2103789

EXHIBIT C

**REDACTED**

Exhibit C

4829-0728-4296.v2