

TRADEMARKS ONLY

12-21-1998



100925382

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attach.

1. Name of conveying party(ies): MCO 12-15-98

Colorado Greenhouse Holdings, Inc.
1490 West 121st Avenue, Suite 102
Westminster, CO 80234

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: FCS of the Mountain Plains, PCA

Internal Address: _____

Street Address: 2308 29th Street

City: Greeley State: CO ZIP: 80631

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Instrumentality of the United States _____

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from
Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 3, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
75/454,938
75/454,940
75/535,257
75/547,898

Additional numbers Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: E. Dwight Taylor

Internal Address: _____

Street Address: 11246 E. Mississippi Ave

City: Aurora State: CO ZIP: 80012

6. Total number of applications and registrations involved:..... 4

7. Total fee (37 CFR 3.41):.....\$ 160.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

12/17/1998 DMGUYEN 00000135 75454938
01 FC:481 160.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
E. Dwight Taylor
Attorney for Receiving Party November 19, 1998

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

9

TRADEMARK

REEL: 1827 FRAME: 0809

TRADEMARK SECURITY AGREEMENT

WHEREAS, COLORADO GREENHOUSE HOLDINGS, Inc., a Delaware corporation doing business in Colorado ("Guarantor"), is the Guarantor under the Secured Continuing Guarantee of Payment the ("Guarantee") between itself and Colorado Springs Production Credit Association, which Guarantee was assigned to Farm Credit Services of the Mountain Plains, PCA ("Secured Party") as of August 17, 1998.

WHEREAS, the Guarantee guarantees the payment or performance of the Master Loan Agreement dated as of January 24, 1997 (as same may be amended and in effect from time to time), the ("MLA"), providing for loans under Supplements thereto to be made by Secured Party.

WHEREAS, pursuant to the terms of the Guarantee dated as of January 24, 1997 (as said Guarantee may be amended and in effect from time to time), between Guarantor and Secured Party, Guarantor has granted to Secured Party a security interest in all right, title and interest of Guarantor in, to and under all now owned and hereafter acquired general intangibles and intellectual property (which includes all Trademarks, Trademark registrations, Design Marks, Word Marks, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Guarantor's Trademarks, and all proceeds thereof), to secure the payment of all of the Advances on any Supplement to the MLA and obligations of the Guarantor under the Guarantee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby grant to Secured Party a continuing security interest in all of Guarantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration, Design Mark, Word Mark, and Trademark application, including, without limitation, the Trademarks, Design Marks, Word Marks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Exhibit A annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Guarantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Trademark registration, Design Mark or Word Mark including, without limitation, the Trademarks, Trademark registrations, Design Marks and Word Marks referred to in Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration, Design Marks and Word Marks or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Guarantee. Guarantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Guarantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 3rd day of November, 1998.

Acknowledged:

GUARANTOR:

COLORADO GREENHOUSE HOLDINGS, INC.

By: James R. Rinella

Name: James R. Rinella

Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF Colorado
) ss
COUNTY OF Adams

On the 4th day of November, 1998, before me personally appeared James R. Rinella to me personally known or proved to me on the basis of satisfactory evidence to be the persons described in and who executed the foregoing instrument as Chief Executive Officer of Colorado Greenhouse Holdings, Inc. (the "Company"), who being by me duly sworn, did depose and say that he is the Chief Executive Officer of the Company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said Company by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said Company.

Witness my hand and official seal.

{Seal}

John J. Stiller
Notary Public

My commission expires: 10-30-99

**Exhibit A
to
Colorado Greenhouse Holdings, Inc.
Trademark Security Agreement**

TRADEMARKS

<u>Mark</u>	<u>Application No.</u>
Red Wheelbarrow	75/454,938
Forever Summer	75/454,940
Festive Summer	75/535,257
Summer House	75/547,898

TRADEMARK REGISTRATIONS

None

TRADEMARK LICENSES

Trademark License to
Colorado Greenhouse, Inc.

See Attachment A

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this "Agreement"), dated November 3, 1998, is between Colorado Greenhouse Holdings, Inc., a Delaware corporation, 1490 West 121st Avenue, Suite 102, Westminster, CO 80234, ("Licensor") and Colorado Greenhouse, Inc., a Delaware corporation, 1490 West 121st Avenue, Suite 102, Westminster, CO 80234, ("Licensee")

RECITALS

- A. Licensor is the owner of all right, title and interest in and to the trademarks described on the attached Exhibit A (collectively, the "Licensed Marks").
- B. Licensor has adopted and is using the Licensed Marks in connection with the promotion and identification of itself and its products and has filed applications for registration of the Licensed Marks as described on Exhibit A.
- C. Licensee, acknowledging that the Licensed Marks are associated with the Licensor's goodwill in the minds of the consuming public, desires a non-exclusive right and license to use the Licensed Marks in connection with the promotion and distribution of its products.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **License Grant**

Subject to the terms and conditions contained in this Agreement, Licensor hereby grants to Licensee a non-exclusive, limited license to use the Licensed Marks to identify itself and to identify and promote its produce (the "Licensed Products").

2. **Term**

The term of this Agreement is from the date of this Agreement until Licensee ceases or abandons use of the Licensed Marks to identify its produce.

3. **Marking and Use**

- a) Licensee shall not use the Licensed Marks in any deceptive or deceptively misdescriptive manner.

b) Licensee's right to use the Licensed Marks shall be limited to the identification of itself and the identification and promotion of the Licensed Products.

c) Licensee agrees to use the (TM) or (R) trademark designation, as appropriate, with its uses of the Licensed Marks.

4. **Use of Marks to Inure to the Benefit of the Licensor**

Licensee agrees that nothing herein shall give Licensee any right, title, or interest in the Licensed Marks, that the Licensed Marks are the sole property of Licensor and any use of the Licensed Marks by the Licensee shall inure to the benefit of Licensor.

5. **Similar Trademarks**

Licensee agrees not to use any mark or design confusingly similar to any of the Licensed Marks and that it will not register or seek to register the same with any governmental body.

6. **Termination**

Licensor shall have the right to terminate this Agreement at any time in the event Licensee fails in any material respect to observe the provisions and conditions hereof and fails to correct any default within fifteen (15) days after Licensor has given it written notice thereof. In the event of cancellation or termination of this Agreement, for any reason whatsoever, Licensee agrees to immediately cease manufacture, production, sale, and distribution of products bearing the Licensed Marks, and Licensee shall furnish Licensor with an accurate report of all Licensed Products bearing the Licensed Marks that are on hand at the time of termination or revocation.

7. **Assignment**

Neither this Agreement nor the license granted herein may be assigned, sublicensed, or transferred in any manner whatsoever; provided that Licensee may make a collateral assignment of this Agreement as security.

8. **Jurisdiction**

This Agreement shall be interpreted and governed by the laws of the State of Colorado and any actions brought pursuant to this Agreement shall be brought within the State of Colorado.

9. **Indemnification**

Licensee agrees to indemnify and hold harmless Licensor against any and all claims suits, and/or judgments, including but not limited to reasonable attorney's fees, based upon or arising out of its use of the Licensed Marks on the Licensed Products.

10. **Insurance**

Licensee shall maintain comprehensive general liability insurance.

11. **Testing Results on Food Products**

Licensee agrees to furnish Licensor with copies of all test results of testing performed to establish compliance with FDA regulations on any and all Licensed Products.

12. **General Provisions**

a) The rights and obligations of the parties hereunder are subject to all applicable laws, orders, regulations, directions and restrictions of the various governmental authorities having jurisdiction over the parties. In the event that any of the foregoing shall result in a material modification or alteration of this Agreement, either party hereto may request that this Agreement be modified with respect thereto, to the mutual satisfaction of the parties hereto, or either party hereto may, in its sole discretion, terminate this Agreement upon 30 days prior written notice to the other party.

b) This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, understanding or negotiation between them to the extent that any such agreement relates to the subject matter hereof.

c) The parties agree to take such further actions and to execute such further documents as may be necessary or appropriate to effectuate this Agreement and the license contemplated herein.

d) Any modification or amendment of any provision of this Agreement must be in writing and signed by a duly authorized representative of each party.

e) If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of each provision of this Agreement that is legal, invalid or unenforceable, there shall be added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.


f) It is not the intention of the parties to create, nor shall this Agreement be

construed as creating, a partnership, joint venture, agency relationship, or association, or render the parties liable as partners, co-venturers, agents or principals.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date set forth above.

LICENSOR

COLORADO GREENHOUSE HOLDINGS,
INC., a Delaware corporation

By: 
James R. Rinella
Chief Executive Officer

LICENSEE

COLORADO GREENHOUSE, INC., a
Delaware corporation

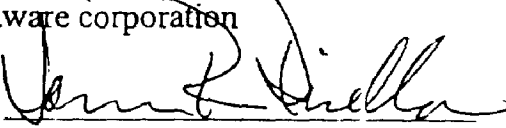
By: 
James R. Rinella
Chief Executive Officer

EXHIBIT A

Licensed Marks

Registration Number

Red Wheelbarrow

75/454,938

Forever Summer

75/454,940

Festive Summer

75/535,257

Summer House

75/547,898