

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jiffy Products of America Inc.		12/27/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Nordea Bank Finland, plc
Street Address:	437 Madison Avenue
Internal Address:	Corporate Banking Department
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	a Banking Corporation: FINLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78580132	CAREFREE
Serial Number:	78676020	HORTIPLUG
Registration Number:	1199204	CAREFREE
Registration Number:	1726724	CAREFREE FLOWER FARM
Registration Number:	1734132	CAREFREE VEGETABLE VILLAGE
Registration Number:	852517	GOURMET
Registration Number:	2444832	QUICK SOIL MIX

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-585-8264
 Email: sfreedman@nixonpeabody.com
 Correspondent Name: Susan M. Freedman
 Address Line 1: Nixon Peabody LLP

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Address Line 2: 401 9th Street, N.W., Suite 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	041384-9
NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	01/11/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of December, 2005 by Jiffy Products of America, Inc., a Delaware corporation ("Grantor") in favor of Nordea Bank Finland Plc, acting through its New York Branch and its Grand Cayman Branch in its discretion, both branches of Nordea Bank Finland Plc, a Helsinki, Finland banking corporation (together with its successors and assigns, "Grantee");

W I T N E S S E T H

WHEREAS, (i) Jiffy of the Americas, Inc., a Delaware corporation (the "Borrower") and the owner of all of the capital stock of the Grantor, and the Grantee are parties to a Term Loan Agreement, dated as of even date herewith (as amended, supplemented or modified from time to time, the "2005 Credit Agreement") pursuant to which, among other things, the Grantor has issued a Guarantee in favor of the Grantee (as amended, supplemented or modified from time to time, the "Guarantee"), (ii) Grantor, as borrower, and the Grantee are parties to a Term Loan Agreement, dated as of November 5, 2002 (as amended, supplemented or modified from time to time, the "2002 Credit Agreement"), and (iii) Grantor, as borrower, and the Grantee are parties to a Line of Credit Facility (Uncommitted), dated as of September 8, 2003 (as amended, supplemented or modified from time to time, the "2003 Credit Agreement"; collectively with the 2005 Credit Agreement, the Guarantee and the 2002 Credit Agreement, herein the "Financing Documents"). To induce the Grantee to enter into the 2005 Credit Agreement and to make the loans and financial accommodations to the Borrower contemplated thereunder, the Borrower and the Grantor has entered into a certain Security Agreement dated as of even date herewith with the Grantee (as amended, supplemented or modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Financing Documents.

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

1. Incorporation of Financing Documents and Security Agreement. Each of the Financing Documents and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

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(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the
date first written above.

JIFFY PRODUCTS OF AMERICA, INC.

By: 

Name: Daniel M. Schrodt

Title: President

Agreed and Accepted
As of the Date First Written Above

NORDEA BANK FINLAND PLC – NEW YORK BRANCH

By: 

Name: Agnetha Guines

Title: Vice President

By: 

Name: Gerald E. Chelius, Jr.

Title: SVP Credit

NORDEA BANK FINLAND PLC – GRAND CAYMAN BRANCH

By: 

Name: Agnetha Guines

Title: Vice President

By: 

Name: Gerald E. Chelius, Jr.

Title: SVP Credit

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Carefree and Leaf Design	1199204	June 29, 2002
Carefree Flower Farm	1726724	October 20, 2002
Carefree Vegetable Village	1734132	November 17, 2002
Gourmet	852517	July 16, 1988
Quick Soil Mix	2444832	April 17, 2001

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Carefree	78/580132	March 04, 2005
Hortiplug	78/676020	July 22, 2005