

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 Nurseries LLC		01/09/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	135 S. LaSalle Street
Internal Address:	Suite 465
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	76277613	AFRICAN SUN
Serial Number:	78500806	BAMBINO
Serial Number:	74263126	BAY BREEZE
Serial Number:	78509125	BRINGING THE BEST OF THE WORLD'S GARDENS TO YOU
Serial Number:	78777915	BURGUNDY BOWS
Serial Number:	74456688	CAMEO
Serial Number:	78754631	CHERRY BON BON
Serial Number:	76257573	COLOR PARADE
Serial Number:	77317418	CURB APPEAL
Serial Number:	76068855	ESTATE COLLECTION
Serial Number:	76359916	FERN CREEK
Serial Number:	74610488	FESTIVAL POT
Serial Number:	75643367	GARDEN PARTY

OP \$1040.00 76277613

Serial Number:	75546940	GARDEN TO VASE
Serial Number:	74204022	GULF GREEN
Serial Number:	74180941	H
Serial Number:	76359915	HALO HYDRANGEAS
Serial Number:	73829990	HINES H
Serial Number:	76048315	HINES COLOR
Serial Number:	73736445	HINES GOLD
Serial Number:	75378068	HINES HORTICULTURE
Serial Number:	76050279	HINES PERENNIALS
Serial Number:	75508293	HONEYDEW
Serial Number:	76394158	HOT TROPICS
Serial Number:	74618501	IVORY CARPET
Serial Number:	74306109	LITTLE NICKY
Serial Number:	76040971	MARDI GRAS
Serial Number:	75067356	MARIAN RED ROBIN
Serial Number:	74623486	PATIO TROPICS
Serial Number:	76359914	PETITE DELIGHT
Serial Number:	78930262	PIAZZA
Serial Number:	74324338	PINK LEMONADE
Serial Number:	74612385	PLUM DELIGHT
Serial Number:	76359913	PREMIER HYDRANGEAS
Serial Number:	78435047	PRO-18
Serial Number:	78426121	RED, WHITE AND BLOOMS
Serial Number:	78777906	SALSA
Serial Number:	73789010	SIGNATURE SERIES
Serial Number:	75436798	SUMMER GOLD
Serial Number:	76073986	VEGGIE-TROPICS
Serial Number:	74018708	WINTER PRIDE

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

TRADEMARK
REEL: 003919 FRAME: 0288

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 029123-0053

NAME OF SUBMITTER: Gayle D. Grocke

Signature: /gdg/

Date: 01/14/2009

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), is entered into as of January 9, 2009, by HINES NURSERIES LLC., a Delaware limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, as agent for the Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the financial institutions signatory thereto from time to time as lenders (collectively, "Lenders") and the Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make the Revolver Loans and to incur LC Obligations for the benefit of Grantor as set forth therein;

WHEREAS, this Trademark Security Agreement is required by the terms of the Loan Agreement.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.1 to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing security interest in and lien upon all of the following Property, whether now owned or hereafter acquired, and wherever located (collectively, the "Trademark Collateral"): all trademarks and service marks, and all applications and registrations of the foregoing, including the applications and registration for trademarks set forth on Schedule I hereto; provided, that notwithstanding any of the other provisions set forth in this Section 2, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is (x) prohibited by any requirements of any law, rule or regulation of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such requirement or (y) prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property; provided, further, that the exclusions set forth in clauses (x) and (y) above shall not apply to Accounts, payment intangibles or to any other category of Collateral to the extent such requirements of law, rule or regulation or the term in such contract, license, agreement, instrument or other document or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law or (z) is a security interest in any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of any Borrower's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a

form evidencing use of the mark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. §1060(a).

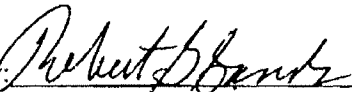
3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (EXCEPT 735 ILLINOIS COMPILED STATUTES SECTION 105/5-5) (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HINES NURSERIES LLC,
as Grantor

By: 
Name: Robert Sands
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003919 FRAME: 0292

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: Thomas H. Herron

Name: Thomas H. Herron

Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003919 FRAME: 0293

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK REGISTRATIONS

See Attached Exhibit A

TRADEMARK APPLICATIONS

See Attached Exhibit A

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT SCHEDULES

TRADEMARK REGISTRATIONS AND APPLICATIONS¹

Mark	CPH Docket Your Reference	Mark Type Class	Serial No. Reg. No.	Filing Date Reg. Date	Owner/ Registrant	Status
AFRICAN SUN	45195-USA UNITED STATES	TM 31	76/277613 2710658	06/27/2001 04/29/2003	Hines Nurseries, Inc.	REGISTERED
BAMBINO	53633-USA UNITED STATES	TM 31	78/500806 3230733	10/15/2004 04/17/2007	Hines Nurseries, Inc.	REGISTERED
BAY BREEZE	25065-USA UNITED STATES	TM 31	74/263126 1800226	04/06/1992 10/19/1993	Hines Nurseries, Inc.	REGISTERED
BRINGING THE BEST OF THE WORLD'S GARDENS TO YOU	53574-USA UNITED STATES	SM 44	78/509125 3081992	11/01/2004 04/18/2006	Hines Nurseries, Inc.	REGISTERED
BURGUNDY BOWS	56738-USA UNITED STATES	TM 31	78/777915 3246571	12/21/2005 05/29/2007	Hines Nurseries, Inc.	REGISTERED
CAMEO	26035-USA UNITED STATES	TM 31	74/456688 1865914	11/10/1993 12/06/1994	Hines Nurseries, Inc.	REGISTERED
CHERRY BON BON	56218-USA UNITED STATES	TM 31	78/754631 3352054	11/15/2005 12/11/2007	Hines Nurseries, Inc.	REGISTERED

¹ All Intellectual Property registered to Hines Nurseries, Inc. or Hines Horticulture, Inc. will be assigned to Hines Nurseries LLC.

Mark	CPH Docket Your Reference	Mark Type Class	Serial No. Reg. No.	Filing Date Reg. Date	Owner/ Registrant	Status
COLOR PARADE	45152-USA UNITED STATES	TM 31	76/257573 2936595	05/14/2001 03/29/2005	Hines Nurseries, Inc.	REGISTERED
CURB APPEAL*	UNITED STATES	TM 31	77/317418	10/30/07	Hines Nurseries, Inc.	APPLICATION
ESTATE COLLECTION	39495-USA UNITED STATES	TM 31	76/068855 2602180	06/12/2000 07/30/2002	Hines Nurseries, Inc.	REGISTERED
FERN CREEK	47593-USA UNITED STATES	TM 31	76/359916 2780338	01/16/2002 11/04/2003	Hines Nurseries, Inc.	REGISTERED
FESTIVAL POT	27526-CAN CANADA	TM	779268 TMAA456700	03/31/1995 04/19/1996	Hines Horticulture, Inc.	REGISTERED
FESTIVAL POT	27526-USA UNITED STATES	TM 31	74/610488 1943943	12/13/1994 12/26/1995	Hines Nurseries, Inc.	REGISTERED
GARDEN PARTY	34112-USA UNITED STATES	TM 31	75/643367 2451683	02/17/1999 05/15/2001	Hines Nurseries, Inc.	REGISTERED
GARDEN TO VASE	32749-USA UNITED STATES	TM 31	75/546940 2765982	09/01/1998 09/23/2003	Hines Nurseries, Inc.	REGISTERED
GULF GREEN	25064-USA UNITED STATES	TM 31	74/204022 1705287	09/16/1991 08/04/1992	Hines Nurseries, Inc.	REGISTERED

Mark	CPH Docket Your Reference	Mark Type Class	Serial No. Reg. No.	Filing Date Reg. Date	Owner/ Registrant	Status
H and design	25061-USA UNITED STATES	TM 31	74/180941 1714001	06/28/1991 09/08/1992	Hines Nurseries, Inc.	REGISTERED
HALO HYDRANGEAS	47591-USA UNITED STATES	TM 31	76/359915 2987725	01/16/2002 08/23/2005	Hines Nurseries, Inc.	REGISTERED
HINES and design (leaf)	25068-USA UNITED STATES	TM 31	73/829990 1601244	10/10/1989 06/12/1990	Hines Nurseries, Inc.	REGISTERED
HINES COLOR	37508-USA UNITED STATES	TM 31	76/048315 2622986	05/15/2000 09/24/2002	Hines Nurseries, Inc.	REGISTERED
HINES GOLD	25062-USA UNITED STATES	TM 31	73/736445 1551517	06/27/1988 08/08/1989	Hines Nurseries, Inc.	REGISTERED
HINES HORTICULTURE	29367-USA UNITED STATES	SM 42	75/378068 2256601	10/23/1997 06/29/1999	Hines Nurseries, Inc.	REGISTERED
HINES PERENNIALS	37509-USA UNITED STATES	TM 31	76/050279 2747765	05/17/2000 08/05/2003	Hines Nurseries, Inc.	REGISTERED
HONEYDEW	32791-USA UNITED STATES	TM 31	75/508293 2373658	06/25/1998 08/01/2000	Hines Nurseries, Inc.	REGISTERED
HOT TROPICS	48161-USA UNITED STATES	TM 31	76/394158 3042157	04/10/2002 01/10/2006	Hines Nurseries, Inc.	REGISTERED

Mark	CPH Docket Your Reference	Mark Type Class	Serial No. Reg. No.	Filing Date Reg. Date	Owner/ Registrant	Status
IVORY CARPET	27568-USA UNITED STATES	TM 31	74/618501 1948705	01/06/1995 01/16/1996	Hines Nurseries, Inc.	REGISTERED
LITTLE NICKY	25066-USA UNITED STATES	TM 31	74/306109 1764767	08/07/1992 04/13/1993	Hines Nurseries, Inc.	REGISTERED
MARDI GRAS	37623-USA UNITED STATES	TM 31	76/040971 2650124	05/01/2000 11/12/2002	Hines Nurseries, Inc.	REGISTERED
MARIAN RED ROBIN	28114-USA UNITED STATES	TM 31	75/067356 2077119	03/04/1996 07/08/1997	Hines Nurseries, Inc.	REGISTERED
PATIO TROPICS	27008-CAN CANADA	TM	779269 TMAA456701	03/31/1995 04/19/1996	Hines Horticulture, Inc.	REGISTERED
PATIO TROPICS	27008-USA UNITED STATES	TM 31	74/623486 1944103	01/20/1995 12/26/1995	Hines Nurseries, Inc.	REGISTERED
PETITE DELIGHT	47594-USA UNITED STATES	TM 31	76/359914 2803139	01/16/2002 01/06/2004	Hines Nurseries, Inc.	REGISTERED
PIAZZA *	UNITED STATES	TM 31	78/930262	07/14/2006	Hines Nurseries, Inc.	APPLICATION
PINK LEMONADE	25067-USA UNITED STATES	TM 31	74/324338 1775403	10/20/1992 06/08/1993	Hines Nurseries, Inc.	REGISTERED

Mark	CPH Docket Your Reference	Mark Type Class	Serial No. Reg. No.	Filing Date Reg. Date	Owner/ Registrant	Status
PLUM DELIGHT	27537-USA UNITED STATES	TM 31	74/612385 2103789	12/19/1994 10/07/1997	Hines Nurseries, Inc.	REGISTERED
PREMIER HYDRANGEAS	47592-USA UNITED STATES	TM 31	76/359913 2780337	01/16/2002 11/04/2003	Hines Nurseries, Inc.	REGISTERED
PRO-18	52679-USA UNITED STATES	TM 31	78/435047 2970625	06/14/2004 07/19/2005	Hines Nurseries, Inc.	REGISTERED
RED, WHITE, AND BLOOMS	52291-USA UNITED STATES	TM 31	78/426121 2970518	05/27/2004 07/19/2005	Hines Nurseries, Inc.	REGISTERED
SALSA	56737-USA UNITED STATES	TM 31	78/777906 3246570	12/21/2005 05/29/2007	Hines Nurseries, Inc.	REGISTERED
SIGNATURE SERIES		TM 31	73/789010 1575370	3/27/1989 1/2/1990	Hines Nurseries, Inc.	REGISTERED
SUMMER GOLD	32099-USA UNITED STATES	TM 31	75/436798 2530126	02/19/1998 01/15/2002	Hines Nurseries, Inc.	REGISTERED
VEGGIE-TROPICS	39666-USA UNITED STATES	TM 31	76/073986 2806888	06/21/2000 01/20/2004	Hines Nurseries, Inc.	REGISTERED
WINTER PRIDE	25063-USA UNITED STATES	TM 31	74/018708 1615964	01/12/1990 10/02/1990	Hines Nurseries, Inc.	REGISTERED

* Sellers have instructed their trademark counsel to abandon these applications and, accordingly, certain filings and responses required with respect to these applications may not have been filed/made.