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03-22-2001

FORM PTO-1595  
(Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

3-22-01  
Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Seminis Vegetable Seeds, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: \_\_\_\_\_

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date: March 19, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**700 SEVENTH STREET NW**  
**SUITE 101**

**WASHINGTON DC 20004**

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 3.41).....\$ 6400.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

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.

Gregory T. Pealer

Name of Person Signing

[Signature]

Signature

March 19, 2001

Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:

**PATENT**  
**REEL: 011590 FRAME: 0738**

**SCHEDULE A  
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS**

wing patents not on the December 29 list, except generally at the bottom NB note:

<u>PATENT NO.</u>	<u>TITLE</u>
6,051,752	Genetic Factor Responsible for a Defective Endosperm Phenotype in Seeds, Plants Comprising Said Factor and their use in Hybridization Processes.
5,677,157	Somatic Embryogenesis Of Squash (Cucurbita Pepo): Tissue Regeneration And Transformation Methods
5,623,066	Cucumber Mosaic Virus Coat Protein Gene
5,514,570	Squash Mosaic Virus Genes and Plants Transformed Therewith
5,349,128	Cucumber Mosaic Virus Coat Protein Gene
5,162,601	Plant Potyvirus Expression Vector With A Gene For Protease

<u>PATENT APPLN NO.</u>	<u>TITLE</u>
08/196,882	Somatic Embryogenesis Of Squash (Cucurbita Pepo): Tissue Regeneration And Transformation Methods
08/358,666	Expression Cassette in Plants
08/417,618	Carbon-Based Process for Selection of Transgenic Plant Cells
08/495,484	Tomato Spotted Wilt Virus
08/838,151	Transgenic Plants Expressing Geminivirus Genes

**PATENT APPLN  
NO.**

**TITLE**

08/860,379	Transgenic Plants Expressing DNA Constructs Containing a Plurality of Genes to Impart Virus Resistance
09/365,366	Inbred Tomato Line 26-682
09/513,302	Transgenic Plants Expressing ACC Oxidase Genes
09/555,820	A Starchless Variety Of Pisum Sativum Having Elevated Levels of Sucrose
60/202,258 (provisional)	Pepper Plants Which Contain A Single Dominant Gene And Which Are Resistant To Cucumber Mosaic Virus

## PATENT COLLATERAL AGREEMENT

This 19<sup>th</sup> day of March, 2001, Seminis Vegetable Seeds, Inc., a California corporation ("*Grantor*") with its mailing address at 27800 Camino del Sol, Oxnard, California 93030-7967, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as agent (in such capacity, the "*Agent*") for the Agent and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Credit Agreement dated as of June 28, 1999 (such Credit Agreement as the same has been and hereafter may be amended, modified or restated from time to time being hereinafter referred to as the "*Credit Agreement*"), among Seminis, Inc., a Delaware corporation the ("*Company*"), Grantor, SVS Holland B.V., a private company with limited liability incorporated under the laws of The Netherlands ("*SVS Holland*" and, together with the Company and Grantor, individually a "*Borrower*" and collectively the "*Borrowers*"), the Lenders and the Agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Collateral Agent is referred to herein as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A hereto or of any patent licensed under a patent license listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

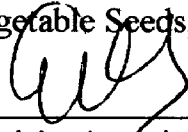
to secure performance of all of the Obligations as set out in that certain General Security Agreement dated as of December 29, 2000, among the Company, Grantor and the other Debtors named therein to the Secured Party (the "*Security Agreement*").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

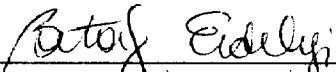
Seminis Vegetable Seeds, Inc.

By   
Its President and Chief Operating Officer

Eugenio Najera

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as Agent

By   
Its Assistant Vice President

Betsy Erdelyi

(Type or Print Name)

**SCHEDULE A  
TO PATENT COLLATERAL AGREEMENT**

**PATENT LICENSES**

NONE