

PATENT ASSIGNMENT

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

CONVEYING PARTY DATA

Name	Execution Date
HARRIS MORAN SEED COMPANY	08/31/2005

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	1120 K Street, Box 949
Internal Address:	Attn: Mr. Brent Sloan
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95354

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	6211444
Patent Number:	6201170
Patent Number:	6452073
Patent Number:	6835876
Patent Number:	6924419
Patent Number:	6420631
Patent Number:	6765130
Patent Number:	6916974
Patent Number:	6486386
Patent Number:	6469232
Patent Number:	6670531
Patent Number:	6355868
Patent Number:	6459021
Patent Number:	6861580

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Patent Number:	6555735
Patent Number:	5684226
Patent Number:	5959184
Patent Number:	6414224
Patent Number:	6911586
Application Number:	10091534
Application Number:	11055456
Application Number:	10686503
Application Number:	10999650
Application Number:	11005528

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127017237
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Correspondent Name: Christopher Dore
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NAME OF SUBMITTER:	Christoher Dore
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Total Attachments: 5
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PATENT SECURITY ACKNOWLEDGEMENT

This PATENT SECURITY ACKNOWLEDGEMENT, dated as of August 31, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Acknowledgement"), is made by HARRIS MORAN SEED COMPANY, a California company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") on behalf of certain Agents and Banks (as hereinafter defined).

W I T N E S S E T H :

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement, dated as of August 26, 2005 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement") among the Grantor the banks and other financial institutions identified therein (together with their respective successors and assigns in such capacity, the "Banks"), Société Générale, New York Branch, as Administrative Agent for the Banks (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"); and the Collateral Agent, pursuant to which the Banks have agreed to make or maintain loans to the Borrower from time to time in an aggregate principal amount not to exceed U.S. \$42,000,000;

WHEREAS, in connection with the Credit Agreement, such Grantor has executed and delivered a Second Amended and Restated Security Agreement, dated as of August 31, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (a) of Section 5 of the Security Agreement, the Collateral Agent has requested that the Grantor duly execute and deliver this Acknowledgement evidencing the Collateral Agent's continuing security interest in all of the Patent Collateral (as defined below) to secure the Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Acknowledgement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor acknowledges, for the benefit of each secured party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Acknowledgement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby acknowledges that pursuant to the Security Agreement it has granted to the Collateral Agent, for its benefit and the ratable benefit of each other secured party, a continuing security interest in all of its patents and patent applications registered with the Patent and Trademark Office of the United States of America, including each patent and patent application referred to in Schedule I attached hereto, and all

reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations thereof (collectively, the "Patent Collateral").

SECTION 3. Security Agreement. This Acknowledgement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office. The Security Agreement (and all rights and remedies of the Collateral Agent and each secured party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Revolving Loan Commitment Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor all Patent Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Further Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Acknowledgement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Loan Document. This Acknowledgement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

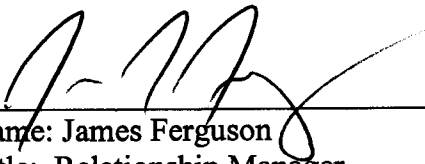
SECTION 7. Counterparts. This Acknowledgement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Acknowledgement to be duly executed and delivered by its Authorized Officer as of the date first above written.

HARRIS MORAN SEED COMPANY

By: Jeffrey L. Foreman
Name: Jeffrey L. Foreman
Title: CFO and VP

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: James Ferguson
Title: Relationship Manager

SCHEDULE I
to Patent Security Acknowledgement

Patent Name	Status	Pat/Serial /AppNumber
Garden bean named 10417	Issued	PAT 6,211,444
Garden bean named 206999	Issued	PAT 6,201,170
Garden bean named 208996	Issued	PAT 6,452,073
Garden bean named 210104	Issued	PAT 6,911,586
Garden Bean Named '210944'	Issued	PAT 6,835,876
Garden bean named 211945	Issued	PAT 6,924,419
Inbred Cantaloupe (GdM3 Parent)	Issued	PAT 6,420,631
Inbred Cantaloupe Line I442	Filed	10/091,534
Inbred Cantaloupe Line I446	Filed	11/055,456
Inbred Cucumber Line 8D-5709	Issued	PAT 6,765,130
Inbred Squash Line 833	Issued	PAT 6,916,974
Inbred Sweet Corn 1778S	Issued	PAT 6,486,386
Inbred Sweet Corn 1784S	Issued	PAT 6,469,232
Inbred Sweet Corn 1880S	Issued	PAT 6,670,531
Inbred Sweet Corn I874WS	Issued	PAT 6,355,868
Inbred Sweet Corn X532Y	Issued	PAT 6,459,021
Inbred Tomato Line 294	Issued	PAT 6,861,580
Lettuce Named HMX 7555	Issued	PAT 6,555,735
Method of Producing an Organic Seed Pellet	Filed	10/686,503
MULTIBRANCHING WATERMELON PLANT AND METHOD OF PRODUCING	Filed	10/999,650
Multiple Disease Resistance in Lettuce	Issued	PAT 5,684,226
Plants and Seeds of Cucurbita Pepo Having a Genetic Factor for Spinelessness	Issued	PAT 5,959,184
Pumpkin Inbred ZYPMB24 and a Method of Producing	Filed	11/005,528
Pumpkin Variety ZYD5B	Issued	PAT 6,414,224