

03-08-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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: **OPR/FINANCE Biotech, Inc.**

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

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

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

Name: **Bank of America, N.A.**

Internal Address: **55 South Lake Avenue, Suite 900**

Street Address: **55 South Lake Avenue, Suite 900**

City: **Pasadena** State: **CA** ZIP: **91101**

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 24, 2000**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **National Banking Association**

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)
**75/222,775; 75/222,782; 75/298,139; 75/420,230;
 75/619,586; 75/620,531; 75/621,454; 75/681,250**

B. Trademark Registration No.(s)
**434,955; 510,383; 2,176,966; 2,202,038; 2,222,758;
 2,228,191; 2,258,588; 2,262,492; 2,275,586; 2,281,943;
 2,303,437**

Additional numbers attached? Yes No

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

Name:
Tamsen Valoir

Street Address:
**Jenkins and Gilchrist, a Professional Corporation
 1100 Louisiana Street, Suite 1800
 Houston, Texas 77002-5214**

6. Total number of applications and registrations involved: **19**

7. Total fee (37 CFR 3.41): **\$ 490.00 E**

Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please check to deposit account 10-0447.)

8. Deposit Account number: **10-0447**
 (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.

Tamsen Valoir *Tamsen Valoir* **2-4-2000**
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: **5**

03/08/2000 DNGUYEN 00000055 75222775
 01 FC:481 40.00 OP
 02 FC:482 450.00 OP

Date of Deposit **February 4, 2000**

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Don Kennedy
Rim Kennedy

TRADEMARK SECURITY AGREEMENT

WHEREAS, **AgriBioTech, Inc.**, a Nevada Corporation, having a business address of 120 Corporate Park Drive, Henderson Nevada 89014, (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, **Bank of America, N.A.**, a National Banking Association, having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101, as "Agent" for the "lenders" as defined and described in the Loan and Security Agreement dated as of June 23, 1998, and as amended thereafter, collectively known as "Secured Party", is desirous of acquiring a SECURITY INTEREST in said trademarks and trade names and the applications or registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Debtor further covenants and warrants to Secured Party:

(a) that Debtor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;

(b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;

(c) that to its knowledge the validity of the trademarks and trade names has never been questioned;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder; and

THIS TRADEMARK SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT HENDERSON, NEVADA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark Security Agreement as of this _____ day of January 2000.

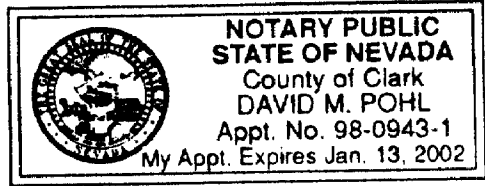
AgriBioTech, Inc.,
A Nevada Corporation

By: _____
Name: Randy Ingram
Title: VP & CFO

BANK of AMERICA, N.A.
A National Banking Association

By: _____
Name: Kevin R. Kelly
Title: VP

THE STATE OF NEVADA §
 §
COUNTY OF §



BEFORE ME, the undersigned Notary Public, on this day personally appeared Randy Ingram, the Exec VP & CFO of AgriBioTech, Inc., a Nevada Corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24th day of January, 2000.

[S E A L]
My Commission Expires:
Jan 13, 2002

Notary Public in and for
the State of ~~Texas~~ Nevada

THE STATE OF ~~TEXAS~~ NEVADA §
§
COUNTY OF ~~DALLAS~~ CLARK §

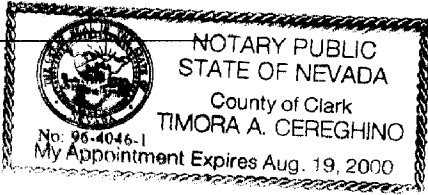
BEFORE ME, the undersigned Notary Public, on this day personally appeared KEVIN R. KELLY the VICE PRESIDENT of **Bank of America, N.A.**, a National Banking Association, as Agent for the Lenders and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of January, 2000.

[SEAL]

My Commission Expires:

Timora A. Cereghino
Notary Public in and for
the State of Texas



AGRIBIOTECH, INC.,

Exhibit "A"

Trademarks

Name or Mark	Reg. No. or Serial No.	App. or Reg. Date
Design (Yellow)	75/222,775	January 8, 1997
Design (Blue)	75/222,782	January 8, 1997
Design (Pink)	75/298,139	May 27, 1997
PAT WRAP	75/420,230	January 20, 1998
DISCOVERING THE GROWTH POTENTIAL IN TURF AND FORAGE	75/619,586	January 12, 1999
AGRIBIOTECH Logo	75/620,531	January 13, 1999
PRESTIGE and Design	75/621,454	January 19, 1999
AMERICA'S LAWN	75/681,250	April 12, 1999
SHADY NOOK (stylized)	434,955	December 9, 1947
PURITAN and Design	510,383	May 31, 1949
GREENSCAPE	2,176,966	July 28, 1998
HOMEOWNER'S CHOICE	2,202,038	November 3, 1998
LOFTS	2,222,758	February 9, 1999
L LOFTS SEED and Design	2,228,191	March 2, 1999
AMERICAN FARM	2,258,588	July 6, 1999
AGRIBIOTECH, INC.	2,262,492	July 20, 1999
WHERE GREAT GRASS BEGINS	2,275,586	September 7, 1999
HOMEOWNER'S CHOICE	2,281,943	September 28, 1999
ABT & Design	2,303,437	December 28, 1999