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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

03-17-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



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02-15-2000

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rpt Dt. #34

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

- Formerly
- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

03/17/2000 DC0ATES 00000033 2185924

01 FC:481 40.00 OP

02 FC:482 250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20503

REEL: 002035 FRAME: 0758

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="2,185,924"/>	<input type="text" value="603,333"/>	<input type="text" value="595,690"/>
<input type="text" value="886,884"/>	<input type="text" value="894,179"/>	<input type="text" value="886,958"/>
<input type="text" value="1,552,346"/>	<input type="text" value="1,552,176"/>	<input type="text" value="1,704,092"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Mark Lerner  
Name of Person Signing

[Signature]  
Signature

1/25/00  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

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**Trademark Application Number(s)**

**Registration Number(s)**

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## SECURITY INTEREST IN REGISTERED INTELLECTUAL PROPERTY

THIS SECURITY INTEREST IN REGISTERED INTELLECTUAL PROPERTY ("Security Interest in Registered Intellectual Property") dated as of November 12, 1999, is made by Genus, Inc., a Delaware corporation (the "*Grantor*"), in favor of Barclays Bank PLC as Security Trustee under the Security Agreement described below (the "*Security Trustee*").

WHEREAS, the Grantor is a wholly owned subsidiary of Genus plc, a company organized under the laws of England and Wales, as Borrower (the "*Borrower*"); and

WHEREAS, pursuant to the Syndicated Term Loan, Revolving Credit and Working Capital Facility Agreement dated October 15, 1999 (as the same may be supplemented or amended from time to time, the "*Facility Agreement*") by and among the Borrower, the Security Trustee and certain other parties, loans and credit facilities are to be made available to the Borrower and its affiliates, including the Grantor;

WHEREAS, as a condition precedent to the making of the loans and the establishment of the credit facilities under the Facility Agreement, the Grantor has executed and delivered to the Security Trustee a Security Agreement of even date herewith (as the same may be supplemented or amended from time to time, the "*Security Agreement*") in which the Grantor has granted to the Security Trustee, for the benefit of the Security Beneficiaries (as defined in the Security Agreement), a continuing first priority security interest in all of the personal property of the Grantor now owned or hereafter acquired;

WHEREAS, as a condition precedent to the making of the loans and the establishment of the credit facilities under the Facility Agreement, and in conjunction with the Security Agreement, the Grantor is required to execute and deliver this Security Interest in Registered Intellectual Property;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Security Interest in Registered Intellectual Property Rights;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest in Registered Intellectual Property, including its preamble and recitals, have the meanings provided or provided by reference in

the Security Agreement or the Facility Agreement (collectively, the "*Finance Documents*").

SECTION 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Finance Documents, the Grantor hereby grants to the Security Trustee a continuing security interest in, and a right of setoff against, all of the Grantor's right, title, and interest in and to the Registered Intellectual Property set forth on Schedule A hereto (the "*Registered IP Collateral*").

SECTION 3. Purpose. This Security Interest in Registered Intellectual Property has been executed and delivered by the Grantor for the purpose of registering with the United States Patent and Trademark Office, and the United States Copyright Office ("*U.S. Government Agencies*") the grant of a security interest in the Registered IP Collateral. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Trustee under the Security Agreement with respect to the Registered IP Collateral. The Security Agreement (and all rights and remedies of the Security Trustee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Trustee with respect to the security interest in the Registered IP Collateral granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference as if fully set forth herein.

SECTION 5. Filing this Security Interest in Registered Intellectual Property. The Security Trustee, when it files this Security Interest in Registered Intellectual Property with the U.S. Government Agencies, shall: (i) complete accurately, and include as part of such filing, the appropriate U.S. Government Agencies' "Recordation Form Cover Sheet" for Registered Intellectual Property and shall indicate on such cover sheet that the nature of the conveyance is a security agreement; and (ii) provide the Grantor with copies of such filings.

IN TESTIMONY WHEREOF, the Grantor has caused this Security Interest In Registered Intellectual Property to be signed and executed by the undersigned thereunto duly authorized as of the date first above written.

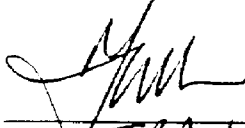
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**TRADEMARK**  
**REEL: 002035 FRAME: 0763**

GENUS, INC

By:   
Name: T. Philip Acton  
Title: Treasurer.

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK)

On this 11<sup>th</sup> day of November, 1999, there appeared before me T. Philip Acton, personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Registered Intellectual Property as his/her voluntary act and deed on behalf and with full authority of Genus, Inc.

Notary Public:



**ROBIN RIBARIK**  
NOTARY PUBLIC, State of New York  
Qualified in Queens County  
No. 01R15033699  
Commission Expires September 26, 2000

**SCHEDULE A  
TO SECURITY AGREEMENT  
REGISTERED INTELLECTUAL PROPERTY**

**I. REGISTERED TRADEMARKS**

TITLE	REGISTRATION NO.	COUNTRY
ABS and Design	2,185,924	USA
ABS	603,333	USA
ABS (Image)	595,690	USA
ABS AMERICAN BREEDERS SERVICE (Image)	886,884	USA
ABS AMERICAN BREEDERS SERVICE (Image)	894,179	USA
ABS AMERICAN BREEDERS SERVICE (Image)	886,958	USA
AMERICAN BREEDERS	1,552,346	USA
AMERICAN BREEDERS	1,552,176	USA
BULLSEYE	1,704,092	USA
GMS	1,672,241	USA
QUICK-PREP	2,156,596	USA
ABS AMERICAN BREEDERS SERVICE and Design	1689432	Argentina
ABS AMERICAN BREEDERS SERVICE and Design	B285600	Australia
AMBREED	A258545	Australia
AMBREED AMERICAN BREEDERS SERVICE & Design	A258548	Australia
ABS and Design	542725	Benelux
ABS	6318142	Brazil



TITLE	REGISTRATION NO.	COUNTRY
Design	6318134	Brazil
PECPLAN	811.184.315	Brazil
PECPLAN	815.388.845	Brazil
PECPLAN	815.388.853	Brazil
PECPLAN	815.388.861	Brazil
PECPLAN	815.388.870	Brazil
PECPLAN	815.388.888	Brazil
PECPLAN	815.388.900	Brazil
PECPLAN	815.388.926	Brazil
PECPLAN BRADESCO INSEMINACAO ARTIFICIAL	815.388.896	Brazil
PECPLAN BRADESCO INSEMINACAO ARTIFICIAL	815.388.918	Brazil
ABS AMERICAN BREEDERS SERVICE & Design	208529	Canada
ABS OF CANADA LTD. & Design	294671	Canada
AMBREED	205066	Canada
BULLSEYE	413304	Canada
GMS	494722	Canada
ABS and Design	428134	Chile
ABS AMERICAN BREEDERS SERVICE and Design	87282	Colombia
ABS AMERICAN BREEDERS SERVICE and Design	3339-94	Ecuador
ABS AMERICAN BREEDERS SERVICE & Design	1233583	France
AMBREED	1233582	France

TITLE	REGISTRATION NO.	COUNTRY
ABS AMERICAN BREEDERS SERVICE & Design	932365	Germany
AMBREED	923727	Germany
ABS and Design	73390	Guatemala
ABS and Design	73397	Guatemala
ABS AMERICAN BREEDERS SERVICE & Design	696214	Italy
ABS ITALIA & Design	679069	Italy
BULLSEYE	2503068	Japan
ABS AMERICAN BREEDERS SERVICES & Design	117537	Mexico
ABS AMERICAN BREEDERS SERVICE & Design	B103436	New Zealand
AMBREED	100505	New Zealand
AMBREED AMERICAN BREEDERS SERVICE & Design	100506	New Zealand
ABS AMERICAN BREEDERS SERVICE and Design	007373	Peru
DEL AGRO	29087	Puerto Rico
ABS AMERICAN BREEDERS SERVICE and Design	48401	Russian Federation
AMBREED	48400	Russian Federation
ABS AMERICAN BREEDERS SERVICE and Design	710598	Spain
AMBREED	710597	Spain
ABS and Design	407088	Switzerland
AMBREED	407111	Switzerland
ABS & Design	1008065	United Kingdom

TITLE	REGISTRATION NO.	COUNTRY
AMBREED	1008066	United Kingdom
ABS AMERICAN BREEDERS SERVICE and Design	281141	Uruguay
ABS AMERICAN BREEDERS SERVICE and Design	75914	Venezuela
AMBREED	75893	Venezuela

**II. U.S. REGISTERED COPYRIGHTS**

<b>Title</b>	<b>Reg. No.</b>
ABS Dairy Cattle Breeding Program	A 78813
American Breeders Service Management Manual for Artificial Insemination	A 255622
Anatomy and Physiology of Reproduction Steps in Insemination Cattle Practice Sessions	A 78811
Cow Math	A 78812
Genetic Trait Summary	A 680057
Holstein	A 307321
Nutrition - Feeding the Beef Herd	A 91812
Technician's Manual for Artificial Insemination Chapter XII - Artificial Insemination (AI) of Mares	A 139718
30th Anniversary Holstein Directory	A 307356