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

04-12-2000



101317893

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 Security Interest
- Effective Date
Month Day Year
09291999

Conveying Party

- Mark if additional names of conveying parties attached
- Name Abbott & Cobb, Inc. Execution Date
Month Day Year
09291999
- Formerly _____

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

Receiving Party

- Mark if additional names of receiving parties attached

- Name Sovereign Bank
 - DBA/AKA/TA _____
 - Composed of _____
 - Address (line 1) 2 Aldwyn Center
 - Address (line 2) _____
 - Address (line 3) Villanova Pennsylvania / USA 19085
City State/Country Zip Code
 - Individual General Partnership Limited Partnership Corporation Association
 - Other A Thrift Institution
 - 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.)

04/11/2000 DNGUYEN 00000259 75578231

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 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, D.C. 20231

TRADEMARK
REEL: 002047 FRAME: 0849

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)			Registration Number(s)		
<input type="text" value="75578231"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1524753"/>	<input type="text" value="1397855"/>	<input type="text"/>
<input type="text" value="75505707"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1065910"/>	<input type="text" value="1436092"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1799573"/>	<input type="text"/>	<input type="text"/>

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.

Robert F. Zielinski
Name of Person Signing


Signature

February 29, 2000
Date Signed

**COLLATERAL ASSIGNMENT AND HYPOTHECATION OF
PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS COLLATERAL ASSIGNMENT AND HYPOTHECATION OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS is made effective as of the 29th day of September, 1999, by and among **ABBOTT & COBB, INC.**, a Pennsylvania corporation ("**Assignor**") and **SOVEREIGN BANK** ("**Assignee**").

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and between Assignee and Assignor (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), Assignee agreed to make certain credit facilities available to Assignor as provided in the Loan Agreement.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Assignor to Assignee, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Loan Agreement, the Loan Documents and the Note, and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Assignee, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Assignee, including any guaranty or surety obligations of Assignor owed to Assignee, and the undertakings of Assignor to immediately pay to Assignee the amount of any overdraft on any deposit account maintained with Assignee, are sometimes hereinafter referred to collectively as the "**Bank Indebtedness**".

2. **Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby assigns, mortgages, pledges, hypothecates, grants a security interest in, and transfers to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of its now owned or existing and filed (if any) and hereafter acquired or arising and filed:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and

continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof at any time after the occurrence of an Event of Default, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) servicemarks, trademarks, servicemark and trademark registrations, tradenames and trademark applications, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof at any time after the occurrence of an Event of Default, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(c) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-pu and out-pu formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) the right to sue for past, present and future infringements thereof at any time after the occurrence of an Event of Default (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses after the occurrence of an Event of Default (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(e) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

Notwithstanding anything herein to the contrary, so long as there exists no Event of Default under the Loan Documents, Assignor shall have the right to collect all income, royalties, damages and

payments in connection with, and to otherwise enforce all of Assignor's rights under, and enjoy the benefits of, the Patents, Trademarks, Copyrights, licenses and goodwill associated therewith.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent which consent, prior to the occurrence of an Event of Default, will not be unreasonably withheld or delayed, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, if any, respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated. Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 1** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor, provided that such royalties received by Assignee, net of Assignee's costs of collections thereof, shall be applied to the Bank Indebtedness. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time during normal business hours, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or an agent or trustee appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks, if such controls are not established by Assignor following the request of Assignee. Assignor agrees (i) not to sell or assign its interest in or under the Patents, Trademarks, Copyrights or Licenses without the prior written consent of Assignee, nor, without the prior written consent of Assignee, which will not, prior to the occurrence of an Event of Default, be unreasonably withheld or delayed, grant any license therein: (ii) to maintain the quality of any and all products in connection with which the Trademarks

and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) to the extent within Assignor's control, not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Reassignment.** This Assignment is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses free and clear of all interests assigned to Assignee herein, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. **Duties of Assignor.** Assignor shall have the duty (i) unless within Assignor's reasonable business judgment such prosecution would be unwarranted based on the value of the applicable Patent, Trademark or Copyright, to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) unless within Assignor's reasonable business judgment such prosecution would be unwarranted based on the value of the applicable Patent, Trademark or Copyright, to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark or Copyright, without the consent of Assignee, which consent shall not be unreasonably withheld or delayed.

9. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder in the event that Assignor fails to do so if required by the terms of this Assignment or the Loan Agreement, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 9**.

10. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.


13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses if such action is not taken by Assignor, or (ii) if such action is not taken by Assignor take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4** hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

14. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

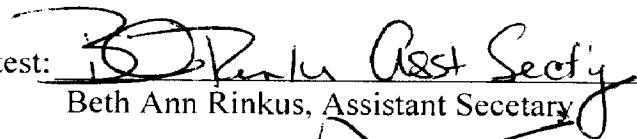
15. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

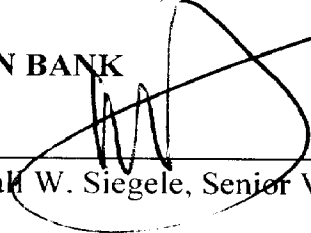
ABBOTT & COBB, INC.

By: 
Arthur C. Abbott, President

(CORPORATE SEAL)

Attest: 
Beth Ann Rinkus, Assistant Secretary

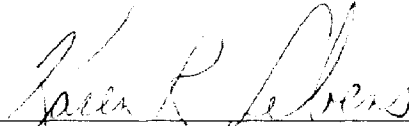
SOVEREIGN BANK

By: 
Randall W. Siegele, Senior Vice President

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF MONTGOMERY :

On this, the 29th day of September, 1999, before me, a Notary Public, personally appeared Arthur C. Alberto, who acknowledged himself to be the President of Abbott & Cobb, Inc., a Pennsylvania corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires:

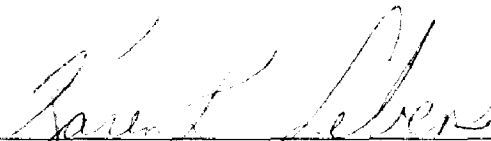
Notarial Seal
Karen R. Lebens, Notary Public
Whitemarsh Twp., Montgomery County
My Commission Expires Mar. 9, 2002

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF MONTGOMERY :

On this, the 29th day of September, 1999, before me, a Notary Public, personally appeared **Randall W. Siegele**, who acknowledged himself to be a Senior Vice President of Sovereign Bank and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the bank himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires:

Notarial Seal
Karen R. Lebens, Notary Public
Whitemarsh Twp., Montgomery County
My Commission Expires Mar. 9, 2002

Member, Pennsylvania Association of Notaries

EXHIBIT "A"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Patents

NONE

EXHIBIT "B"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Trademarks

SEE ATTACHED CHART

TRADEMARKS OWNED BY ABBOTT & COBB, INC.

Name	Type	Expiration	Appl#	File Date	Reg #
Abbott & Cobb (U.S.) Name & Design	Vegetable Seeds	2/14/09	725846	5/2/88	1524753
ABCO (U.S.)	Vegetable Seeds	5/17/07	73/OBB722	5/28/76	1065910
MultiSweet	Fresh Sweet Corn and Sweet Corn Seeds		75/578231	10/26/98	pending
ProGold (U.S.)	Pumpkin Seeds		75/505707	6/19/98	pending
Summer Flavor (U.S.)	Vegetable Seeds/Fresh Vegetables	10/19/03	342647	12/23/92	1799573
VitaSweet	Carrot Seed and Fresh Carrots	6/17/06	563772	10/18/85	1397855
Summer Flavor	Vegetable Seeds			12/31/85	1436092

TM'S USED BY ABBOTT & COBB, INC.*

Name	Type	Date of First Use
Solid Blue Brand	Fresh Cabbage/Cabbage Seed	1/10/90
Solid Red Brand	Fresh Cabbage/Cabbage Seed	1/10/90
Maximore	Fresh Cucumbers/Cucumber Seed	1/1/89
Rave	Fresh Radish/Radish Seed	1/1/87
Seedwart	License Agreement of seeds	1/1/95
Summer Heat	Fresh Jala Peppers/Jala Pepper Seed	12/1/97
Extra	With Summer Sweet Corn	1/1/95
Ultra	With Summer Sweet Corn	1/1/95
Suite	With Summer Sweet Corn	1/1/96
SeedTalk	From the President Column	1/1/93
Grown & Tested in the USA		1/1/97

*Indicates items that Abbott & Cobb, Inc. intends to file for trademark registration in the future.

EXHIBIT "C"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Copyrights

NONE

BLU-77284_1/BKX1373/2594-1

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092899/19-03

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11

TRADEMARK 092899/19-03

RECORDED: 03/06/2000

REEL: 002047 FRAME: 0860