

101889209

N1190-025, N1190-026, N1190-027

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

1. Name of conveying party(ies): 10/23/01
 Internationale Nederlanden (U.S.) Capital Corporation

Individual Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other _____

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

2. Name and address of receiving party(ies):
 Name IBJ Schroder Bank & Trust Company
 Internal Address: _____
 Street Address: One State Street

 City New York
 State NY ZIP 10004

Individual (s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporate-State _____
 Other Banking Corporation - New York

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 Additional name(s) & addresses(es) attached?
 Yes No

3. Name of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Trademark Collateral Assignment Amendment
(w/ attachment)
 Execution Date: June 28, 1996

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,178,391 1,396,044 1,403,363

Additional numbers attached? Yes No

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

Name: Robert J. Jondle
 Internal Address: Rothwell, Figg, Ernst & Manbeck

 Street Address: 555 13th Street, Suite 701-E
 City: Washington
 State: D.C. Zip 20004

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00
 Enclosed
 Authorized to be charged to deposit account 02-2135

8. Deposit account number:
02-2135

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.

Nancy T. Morris, Reg. No. 42,017 Nancy T. Morris October 19, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and documents: 9

TRADEMARK COLLATERAL ASSIGNMENT AMENDMENT

This AMENDMENT, dated as of June 28, 1996, by and among INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION ("ING"), a Delaware Corporation, IBJ SCHRODER BANK & TRUST COMPANY, a New York banking corporation, as agent (in such capacity, the "Agent") for the financial institutions (the "Lenders") from time to time party to the Credit Agreement (as defined below) (the "Secured Party"), and SUNSEEDS COMPANY, a Delaware corporation (the "Borrower"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, the Borrower and Sunseed Corporation, a Delaware corporation (the "Co-Borrower") (the Co-Borrower, together with the Borrower, the "Borrowers") entered into that certain Credit Agreement, dated as of March 31, 1994, with the Lenders party thereto and Lehman Commercial Paper Inc. ("Lehman"), as the agent for the Lenders, as amended by that certain Consent and Agreement dated as of December 1, 1994 (the "Original Credit Agreement");

WHEREAS, the Original Credit Agreement was amended and restated pursuant to the Amended and Restated Credit Agreement, dated as of March 14, 1995 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), among the Borrowers, the Lenders parties thereto, ING, individually as agent and as co-arranger and Lehman, as co-arranger, pursuant to which, among other things, Lehman resigned as agent and ING replaced Lehman as agent;

WHEREAS, ING desires to resign as the agent under the Existing Credit Agreement and the Secured Party has agreed to become the Agent in its place;

WHEREAS, in order to secure payment of the credit loans and other extensions of credit made to the Borrowers under the Existing Credit Agreement, the Borrower has heretofore executed and delivered that certain Amended and Restated Trademark Collateral Assignment, dated as of March 14, 1995, in favor of ING as agent (as amended prior to the date hereof, (the "Existing Trademark Collateral Assignment").

WHEREAS, the Borrowers, certain Lenders listed on the signature pages thereto and the Agent have entered into that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (said agreement as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Credit Agreement");

WHEREAS, the security interest in the Trademarks (as defined in the Existing Trademark Collateral Assignment) held by ING as Agent, for the ratable benefit of the Lenders is being assigned by ING to the Secured Party as Agent for the ratable benefit of the Lenders and the Secured Party is assuming such security interest, and the Borrower has granted a security interest to the Secured Party in the Trademarks, in each case in order to secure payment of the extensions of credit made to the Borrowers outstanding from time to time under the Credit Agreement, including the increase of the Term Loan Commitments from \$15,000,000 to \$20,000,000 (which are being divided into two tranches, a Tranche A Term Loan Commitment in the amount of \$10,000,000 and a Tranche B Term Loan Commitment in the amount of \$10,000,000);

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the Secured Party hereby agree as follows:

1. Amendment to Preamble. The Preamble to the Existing Trademark Collateral Assignment is hereby amended by deleting "INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION, a Delaware corporation ("ING")" and substituting therefor "IBJ SCHRODER BANK & TRUST COMPANY ("IBJS"), a New York banking corporation,".

2. Amendments to Recitals. The Existing Trademark Collateral Assignment is hereby amended by deleting the fourth, fifth and sixth recitals thereto and substituting in lieu thereof the following new recitals:

"WHEREAS, the Original Credit Agreement was amended and restated pursuant to the Amended and Restated Credit Agreement, dated as of March 14, 1995 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), among the Lenders parties thereto, Internationale Nederlanden (U.S.) Capital Corporation ("ING"), a Delaware corporation, as Agent and the Lenders described therein, pursuant to which, among other things, Lehman resigned as Agent and ING replaced Lehman as Agent;

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof among the Borrowers, the Lenders, the Agent and ING (such agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement" the Existing Credit Agreement is being amended and restated to modify the credit facilities provided thereunder, including, without limitation, to increase the Term Loan Commitments (as defined therein) from \$15,000,000 to \$20,000,000, to divide the Term Loan Commitments into two tranches, a Tranche A Term Loan Commitment in the amount of \$10,000,000 and a Tranche B Term Loan Commitment in the amount of \$10,000,000, and to make certain other amendments thereto, and to acknowledge ING's resignation as the

Agent thereunder and the appointment of IBJS as its successor as the Agent under the Credit Agreement;

WHEREAS, the Original Trademark Collateral Assignment was amended and restated pursuant to that certain Amended and Restated Trademark Collateral Assignment, dated as of March 14, 1995, made by the Borrower in favor of ING, as Agent (the "**Existing Trademark Collateral Assignment**");

WHEREAS, the Secured Party and the Borrower have further amended the Existing Trademark Collateral Assignment pursuant to the Amendment, dated as of June 28, 1996 (the "**Trademark Collateral Assignment Amendment**");

3. Amendment to Section 2. The Existing Trademark Collateral Assignment is hereby amended by deleting the third sentence of Section 2 thereof in its entirety, and substituting in lieu thereof the following new paragraph:

"The foregoing grant of security interest confirms the grant of a first priority security interest in the Trademarks granted pursuant to the Original Trademark Collateral Assignment, and continued pursuant to the Existing Trademark Collateral Assignment, and continues in all respects the grant of the Original Trademark Collateral Assignment and the Existing Trademark Collateral Assignment with respect to the Trademarks without in any way causing any interruption in the continuity from such original grant."

4. Amendments to Schedule. The Existing Trademark Collateral Assignment is hereby amended by deleting Schedule I thereto and substituting in lieu thereof the new Schedule I attached hereto.

5. Representations and Warranties. The Borrower hereby represents and warrants that the representations and warranties contained in the Existing Trademark Collateral Assignment will be, after giving effect to the amendments provided herein, true and correct in all material respects as if made on and as of the date hereof.

6. Counterparts. This Amendment may be executed by either of the parties to this Amendment on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Applicable Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

8. Assignment; Continuing Security Interest. ING hereby assigns to the Agent, for the benefit of the Lenders, all of its rights in and to the Existing Trademark Collateral Assignment. The security interests in and liens on the Trademarks created by and granted in the Existing Trademark Collateral Assignment remain perfected and in full force and effect and unimpaired and with the same priority, after giving effect to the Amendment.

securing the Secured Obligations (as defined in the Existing Trademark Collateral Assignment as amended hereby), and the Borrower hereby confirms the grant to the Secured Party, for the ratable benefit of the Lenders of a continuing first priority lien upon and security in all of the Trademarks to secure the Secured Obligations. The Borrower acknowledges and agrees that the Secured Obligations remain outstanding and unpaid, have not been discharged and represent continuing indebtedness of the Borrowers.

[SIGNATURE PAGE FOLLOWS]

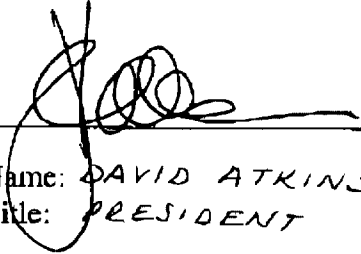
[CONFORM FOR SUTABILITY FOR FILING
IN U.S. PATENT AND TRADEMARK OFFICE]

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST - CORPORATE SEAL

SUNSEEDS COMPANY

By:


Name: DAVID ATKINSON
Title: PRESIDENT

STATE OF COLORADO)

) ss.:

COUNTY OF DENVER)

Subscribed and sworn to
before me on _____, 1996


Notary Public

MY COMMISSION EXPIRES
12-8-96.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST - CORPORATE SEAL

INTERNATIONALE NEDERLANDEN
(U.S.) CAPITAL CORPORATION

By: Sheila M. Greatrex

Name: SHEILA M. GREATREX

Title: V. P.

STATE OF New York)
) ss.:
COUNTY OF New York)

Subscribed and sworn to
before me on June 28, 1996

Jonathan Stempel
Notary Public

JONATHAN STEMPEL
Notary Public, State of New York
No. 02575012487
Qualified in Westchester County
Commission Expires June 15, 1997

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST - CORPORATE SEAL

IBJ SCHRODER BANK & TRUST COMPANY

By:

[Handwritten Signature]

Name:

Title:

Dave W. [unclear]
VP

STATE OF New York)
COUNTY OF New York) ss.:

Subscribed and sworn to
before me on 6/28, 1996

[Handwritten Signature]

FRANK S. CAZZO
Notary Public, State of New York
No. 43-477178
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1998

Attachment to Trademark Collateral Assignment Amendment
referred to in #4 on page 3

SCHEDULE I

COLLATERAL ASSIGNMENT - TRADEMARKS

TRADEMARKS

Trademark	Goods	Registration Number
Gold Rush	Sweet Corn Seed	0614618
Sweet Gene Hybrid (Stylized)	Hybrid Seed Corn	1116701
Keystone	Vegetable, Garden, Flower, Farm, Field and Lawn Seeds	0674015
Sun Seeds and Design (Sun offset to left; current letterhead design)	Vegetable Seeds	1178391
Sunseeds	Vegetable Seeds	1396044
Sunseeds and Design (Sun in Center)	Vegetable Seeds	1403363
ENPRO	Encrusted seeds for vegetables	1727950
Sweetie	Hybrid sweet corn for planting	1722269

NY1-329847
TRADEMARK COLLATERAL ASSIGNMENT

S-4

EXERCUTION

RECORDED: 10/23/2001

TRADEMARK
REEL: 002391 FRAME: 0705