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101895010

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

1. Name of conveying party(ies):

Research Seeds, Inc.
225 Florence Rd.
St. Joseph, MO 64501

11/7/01

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Collateral Security Agreement
- Merger
- Change of Name

Execution Date: November 2, 2001

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as
Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corp.

Street Address: 400 Seventh Street N.W.

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$215⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Cghale Jituboh

Name of Person Signing

Cghale Jituboh
Signature

11-07-01

Date

Total number of pages including cover sheet, attachments, and document: 1

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
EARTHCARPET	09/15/92	1,716,250
ADELPHI	04/11/95	1,888,760
BRIER RIDGE	02/15/00	2,319,482
GOBBLER GOURMET	02/22/00	2,321,730
LIQUI-PREP	01/09/01	2,419,557

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
DEFIANCE BLEND	07/01/98	75/726,324
ALL BUGS ARE NOT CREATED EQUAL	01/21/01	78/044,165
BLACK HILL	01/21/01	78/044,166

**COLLATERAL SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, Research Seeds, Inc., ("RSI") has adopted, used and is using the trademarks and service marks listed on the Annexed Schedule, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks").

WHEREAS, RSI has entered into a Guarantee and Collateral Agreement dated October 11, 2001 (the "Collateral Agreement") in favor of The Chase Manhattan Bank, as Collateral Agent;

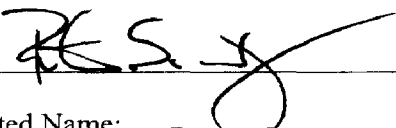
WHEREAS, pursuant to the Collateral Agreement, RSI has pledged to the Collateral Agent and granted to the Collateral Agent a continuing security interest in all right, title and interest of RSI in, to and under the Trademarks together with the applications and registrations thereof, including, without limitation, any and all causes of action to which may exist by reason of infringement thereof, to secure the payment, performance and observance of the obligations as defined in the Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged RSI hereby grants to the Collateral Agent a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the obligations.

RSI hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

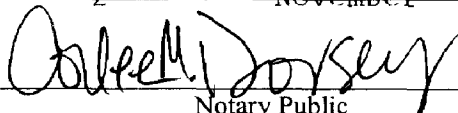
IN WITNESS WHEREOF, RSI has caused this Collateral Security Agreement to be duly executed by its officer thereunto duly authorized as of 2 day of November, 2001.

RESEARCH SEEDS, INC.

By: 
Printed Name: Pete Janzen
Title: Secretary

STATE OF MINNESOTA)
)
COUNTY OF)

Subscribed and sworn to before me, a Notary Public, this 2 day of November, 2001


Notary Public

(SEAL)

