

03-29-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): AgriBioTech, Inc. 3-15-02 Individual(s) Association General Partnership Limited Partnership Corporation-State Nevada Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: KRB Seed Company, LLC Internal Address: Street Address: 199 Budd Boulevard City: Winston-Salem State: NC Zip: 27103 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company - N. Carolina 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: July 31, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1123415 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mary Margaret Ogburn Internal Address: Blanco Tackabery Combs & Matamoros, P.A. Street Address: 110 South Stratford Road, 5th Floor (Mailing address: P.O. Drawer 25008 Winston-Salem, NC 27114-5008) City: Winston-Salem State: NC Zip: 27104

7. Total fee (37 CFR 3.41) \$ 40.00 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. Mary Margaret Ogburn Name of Person Signing Signature Date 5/3/02

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

03/28/2002 TDIAZ1 00000072 1123415

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TRADEMARK REEL: 002471 FRAME: 0150

OFFICE OF BUREAU OF PATENT RECORDS FINANCE SECTION 2002 MAR 15 AM 11:25

ASSIGNMENT OF INTANGIBLE PROPERTY

AgriBioTech, Inc., a Nevada corporation and Debtor and Debtor-In-Possession (the "Assignor") under Case No. BK-SO-10533-LBR in the United States Bankruptcy Court for the District of Nevada, Southern Division, is executing this Assignment of Intangible Property (the "Assignment") in favor of KRB Seed Company, LLC, a North Carolina limited liability company ("Assignee"), with respect to the following facts and circumstances:

(A) Assignor and Assignee, have heretofore entered into that certain Asset Purchase Agreement dated May 21, 2000, as modified and amended by that certain Amendment to Asset Purchase Agreement dated June 15, 2000 (collectively, the "Agreement"), by and among Assignor, on the one hand, and Assignee, J.R. Simplot Company, a Nevada Corporation, and Proseeds Marketing, Inc., a corporation, on the other. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor, Assignee and the other parties to the Agreement are consummating the transactions contemplated by the Agreement. Pursuant to Section 3.3.3 of the Agreement, Assignor is required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to all of intellectual property and other intangible property identified on **Schedule 1** attached hereto and incorporated herein by this reference. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement, the acknowledgement and disclaimer set forth in Section 7 thereof, and the provisions of Section 9.23 of the Agreement).

In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing

party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

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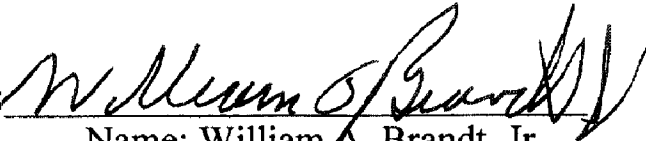
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31st IN WITNESS WHEREOF, Assignor has executed this Assignment as of the
of July, 2000.

ASSIGNOR:

AgriBioTech, Inc., a Nevada corporation
and Debtor and Debtor-In-Possession

By: 
Name: William A. Brandt, Jr.
Title: Responsible Natural
Person

SCHEDULE 1

Final Schedule of Intangible Property to be Attached

**SCHEDULE 1
ASSIGNMENT OF INTANGIBLE PROPERTY TO
KRB SEED COMPANY, LLC**

TRADEMARKS

MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	COUNTRY/ STATE OF REGISTRATION
BACK YARD	Renewed 10/04/88	72/258,775	853,893 8/6/68	USA
BARE SPOT R & DESIGN	Sec. 8 Accepted	73/228,433	1,184,047 12/29/81	USA
CAMBRIDGE PARK	Renewed 8/5/78 & 7/6/98	72/038,480	665,221 8/5/58	USA
CENTRA 2000	Canceled-Sec. 8	73/610,274	1,458,609 9/22/87	USA
CRYSTAL PARK	Renewed 8/30/95	73/044,651	1,022,815 10/14/75	USA
DRUID HILL PARK	Registered, Renewed 9/8/80	72/075,892	694,727 3/22/60	USA
EARTH'S TURF	Sec. 8 Accepted	74/222,477	1,746,540 1/12/93	USA
EASY DOES IT	Canceled- Sec. 8	73/228,441	1,162,967 7/28/81	USA
EDEN PARK STYLIZED	Not Renewed, Considered Expired	71/269,534	250,177 12/4/28	USA
FIRST AID	Renewed 3/12/86	72/220,675	803,269 2/8/66	USA
FRONT LAWN	Renewed 10/11/88	72/258,776	855,740 9/3/68	USA
GLENDALE PARK	Renewed 9/8/80	72/063,669	687,657 11/3/59	USA
GLENSIDE PARK STYLIZED	Not Renewed, Considered Expired	71/607,348	561,503 7/15/52	USA
GREENSEED & DESIGN	Canceled- Sec. 8	73/568,498	1,501,547 8/23/88	USA

**SCHEDULE 1
ASSIGNMENT OF INTANGIBLE PROPERTY TO
KRB SEED COMPANY, LLC**

TRADEMARKS

MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	COUNTRY/ STATE OF REGISTRATION
GREENSEED & DESIGN	Registered	74/666,894	2,023,019 12/17/96	USA
HARD/WEAR	Renewed 5/5/99	73/149,496	1,109,598 12/19/78	USA
HILLSIDE PARK	Sec. 8 Accepted	73/228,445	1,162,969 7/28/81	USA
HOME/RUN TALL FESCUE	Abandoned- Failure to Respond	73/565,104		USA
HOMEOWNER'S CHOICE	Registered	75/225,265	2,281,943 9/28/99	USA
HOMEOWNER'S CHOICE	Registered	75/225,262	2,202,038 11/3/98	USA
HOMERUN	Sec. 8 & 15 Accepted & Acknowledged	74/330,224	1,781,645 7/13/93	USA
JR TALL FESCUE	Abandoned	73/776,673		USA
L LOFTS	Sec. 8 & 15 Accepted & Acknowledged	73/459,078	1,343,084 6/18/85	USA
L LOFTS SEED	Registered	75/415,245	2,228,191 3/2/99	USA
LOFTS	Registered	75/415,235	2,222,758 2/9/99	USA
LOFTS JERSEY TURF	Sec. 8 & 15 Accepted & Acknowledged	73,455,710	1,360,912 9/17/85	USA
LOFTS MIDWEST TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,711	1,353,163 8/6/85	USA

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TRADEMARKS

MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	COUNTRY/ STATE OF REGISTRATION
LOFTS MUSTANG PASTURE MIX	Sec. 8 & 15 Accepted & Acknowledged	73/455,801	1,385,369 3/4/86	USA
LOFTS NEW ENGLAND TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,707	1,367,976 10/29/85	USA
LOFTS NEW YORK TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,709	1,360,911 9/17/85	USA
LOFTS PENN TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,708	1,354,546 8/13/85	USA
LOFTS TURF SUPREME	Abandoned	73/541,526		USA
LONG LIFE	Canceled- Sec. 8	73/075,753	1,061,335 3/15/77	USA
MARVELGREEN	Renewed 5/2/96	73/044,627	1,036,937 3/30/76	USA
MARYLAND - VIRGINIA	Cancelled - Sec. 8	73/413,300	1,295,233 9/14/84	USA
MARYLAND - VIRGINIA	Cancelled-Sec. 8	73/480,445	1,325,194 3/12/85	USA
MARYLAND - VIRGINIA	Sec. 8 & 15 Accepted & Acknowledged	74/262,541	1,751,464 2/9/93	USA
MARYLAND - VIRGINIA	Sec. 8 & 15 Accepted & Acknowledged	74/303,962	1,792,260 9/14/93	USA

**SCHEDULE 1
ASSIGNMENT OF INTANGIBLE PROPERTY TO
KRB SEED COMPANY, LLC**

TRADEMARKS

MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	COUNTRY/ STATE OF REGISTRATION
MARYLAND - VIRGINIA	Abandoned- Express Registrant: Seed Corporation of America	73/481,528	N/A	
MOCK'S SUPERTURF & DESIGN	Not Renewed- Considered Expired	71/602,732	553,538 1/15/52	USA
MOCK'S SUPERTURF & DESIGN	Not Renewed- Considered Expired	71/614,563	556,409 3/18/52	USA
P LOGO P WITH LEAF DESIGN	Sec. 8 & 15 Accepted & Acknowledged	73/561,378	1,393,476 5/13/86	USA
PALMER'S PRIDE	Abandoned	75/403,137 12/10/97		USA
PATRIOT	Not Renewed- Considered Expired	71/624,362	576,687 6/30/53	USA
PEDIGREED'S LONG ISLAND GRASS SEED MIXTURE & DESIGN	Registered	72/055,703	700,692 7/15/60	USA
PENN VALLEY	Registered	72/063,206	683,473 8/18/59	USA
PINTO	Renewed 9/16/99	73/173,735	1,123,415 7/31/79	USA
PREMIUM & DESIGN	Renewed 5/20/87	71/489,956	425,736 12/3/46	USA
PREMIUM QUALITY STYLIZED LOGO	Registered		14453 3/13/89	MINNESOTA

**SCHEDULE 1
ASSIGNMENT OF INTANGIBLE PROPERTY TO
KRB SEED COMPANY, LLC**

TRADEMARKS

MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	COUNTRY/ STATE OF REGISTRATION
PRESTIGE & DESIGN	Not Renewed- Considered Expired	71/405,193	360,115 9/6/38	USA
PRESTIGE & DESIGN	Abandoned- Failure to Respond	75/621,454		USA
QUICK GROW	Abandoned- Failure to Respond	73,461,192		USA
REMEDY RX	Abandoned- Failure to Respond	74/283,520		USA
RUGGED WEAR MIX	Registered	74/698,444	2,060,394 5/13/97	USA
SAMSON	Abandoned- No Statement of Use filed after Notice of Allowance was issued	74/135,083		USA
SHADY LANE	Not Renewed- Considered Expired	73/075,755	1,099,759 8/15/78	USA
SHADY NOOK STYLIZED	Renewed 5/16/89	71/514,367	434,955 12/9/47	USA
SOUTH JERSEY	Renewed 4/8/98	9645	9645 12/19/90	New Jersey
SUBURBAN STYLIZED	Not Renewed- Considered Expired	71/048,403	78619 6/28/10	USA
SUNNY DAY	Sec. 8 Accepted	73/228,444	1,162,968 7/28/91	USA

**SCHEDULE 1
ASSIGNMENT OF INTANGIBLE PROPERTY TO
KRB SEED COMPANY, LLC**

TRADEMARKS

MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	COUNTRY/ STATE OF REGISTRATION
TERRAPIN TURF & DESIGN	Sec. 8 & 15 Accepted & Acknowledged	74/056,757	1,669,652 12/24/91	USA
TOP 1 GRASS SEED MIXTURE	Canceled- Failure to Respond		T19940 3/21/85	OREGON
TOURSTAR		/83323800	/83323800 1/9/97	CANADA
TOURSTAR	Registered	74/640,733	1,968,156 4/16/96	USA
TOURSTAR	Abandoned- No Statement of Use filed after Notice of Allowance was issued	74/411,178		USA
TRI-PLEX	Sec. 8 & 15 Accepted & Acknowledged	73/540,089	1,391,788 4/29/86	USA
TRI/STATE	Sec. 8 & 15 Accepted & Acknowledged	74/275,218	1,745,415 1/12/93	USA
ULTIMA	Sec. 8 & 15 Accepted & Acknowledged	73/605,724	1,425,883 1/20/87	USA
VILLA GREEN STYLIZED	Not Renewed- Considered Expired	71/624,368	577,272 7/14/53	USA
VISCOUNT		TMA284,008	TMA284,008 10/7/83	CANADA
WASHINGTON PARK STYLIZED	Not Renewed- Considered Expired	71/269,535	250,176 12/4/28	USA

**SCHEDULE 1
ASSIGNMENT OF INTANGIBLE PROPERTY TO
KRB SEED COMPANY, LLC**

TRADEMARKS

MARK	STATUS	SERIAL NO.	REG. NO./ REG. DATE	COUNTRY/ STATE OF REGISTRATION
WHERE GREAT GRASS BEGINS	Registered	75/415,246	2,275,586 9/7/99	USA
YEAR AFTER YEAR	Abandoned	73/481,532		USA

**EXHIBIT A
ASSIGNMENT OF INTANGIBLE PROPERTY TO
KRB SEED COMPANY, LLC**

COMPANY NAMES/TRADE NAMES/DOMAIN NAMES

Budd Seed and all variations
Lofts Seed and all variations
Green Seed and all variations
Sunbelt Seed and all variations
J & M Seed Company and all variations
Hill of Indiana and all variations
Turf.com (web site and domain name)

**EXHIBIT A
ASSIGNMENT OF INTANGIBLE PROPERTY TO
KRB SEED COMPANY, LLC**

PLANT VARIETY PROTECTION CERTIFICATES

Variety Name	PV Number	Status	Issued	Expire
Rebel	8000153	Expired		5/14/1999
Rebel II	8700195	Issued	1/15/1988	1/15/2006
Rebel Jr.	9000240	Issued	11/30/1992	11/30/2010
Rebel 3D	9300200	Issued	9/30/1999	9/30/2019
Rebel III	9500129	Issued	4/14/2000	4/14/2020
Rebel Sentry	9800227	Pending		
Palmer	8200178	Issued	5/31/1984	5/31/2002
Palmer II	9200209	Issued	6/30/1999	6/30/2019
Palmer III	9700358	Pending		
Preakness	9500090	Issued	9/30/1999	9/30/2019
Panther	9800345	Pending		