

05-20-2002

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

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



102095417

To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Name: W.G. Thompson & Sons Limited
5-13-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other – Corporation organized under the laws of Ontario, Canada
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of Montreal
11th Floor, First Canadian Place
Toronto, Ontario M5X 1A1
Canada
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other – Chartered Bank incorporated pursuant to the Canadian Bank Act
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: March 25, 2002

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

B. Trademark Registration No.(s)
1,178,381
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kristen M. Walsh, Esq.
Internal Address: Nixon Peabody LLP
Street Address: Clinton Square, P.O. Box 31051
City: Rochester State: NY Zip: 14603

6. Total number of applications and registrations involved: _____
7. Total fee (37 CFR 3.41)\$ 40
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 50-1804
(Attach duplicate copy of this page if paying by deposit account)

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FINANCE SECTION
MAY 13 AM 11:54

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and the attached copy is a true copy of the original document.
Kristen M. Walsh *Kristen M. Walsh* 5-13-02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

05/20/2002 LUMJELLER 00000053 1178381

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IN THE UNITED STATES PATENT & TRADEMARK OFFICE

In re Registration of:)
)
 W. G. Thompson & Sons Limited)
)
 Registration No.: 1,178,381)
)
 Registration Date: November 17, 1981)
)
 Mark: HYLAND SEEDS & Design)


BOX ASSIGNMENTS, FEE
 Assistant Commissioner for Trademarks
 2900 Crystal Drive
 Arlington, VA 22202-3513

DESIGNATION OF DOMESTIC REPRESENTATIVE

Registrant, W.G. Thompson & Sons Limited, granted Bank of Montreal a security interest in the above-referenced mark and registration on March 29, 2002. The Security Agreement will be submitted for recordation, along with this Designation of Domestic Representative. In accordance with 15 U.S.C. § 1060(b) and 37 C.F.R. § 3.61, Bank of Montreal hereby designates Kristen M. Walsh, Esq. of Nixon Peabody LLP, Post Office Box 31051, Rochester, New York 146043 as its representative upon whom notices or process in proceedings affecting this registration may be served.

Dated: April 23, 2002

Bank of Montreal

By: 

 (Officer's Signature)

 (Officer's Name - Printed) **Nazmin Adatta**
Senior Manager

 (Title)

SECURITY AGREEMENT (U.S. TRADE MARK)

TO: Bank of Montreal (the "Agent") as agent for itself and such other parties as it may declare in writing from time to time (collectively, the "Lenders")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned W. G. Thompson & Sons Limited (the "Borrower") agrees as follows:

1. As security for all indebtedness, liabilities and obligations of the Borrower to the Agent and the Lenders, present and future, direct or indirect, contingent or absolute, the Borrower hereby assigns and grants to the Agent a security interest (the "Security Interest") in and to all of the right, title and interest of the Borrower in and to the United States trade mark listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto, and all rights corresponding thereto throughout the world (the foregoing trade mark and rights are sometimes hereinafter collectively referred to as the "Trademark").
2. The Security Interest shall become enforceable upon the occurrence and during the continuation of any event which constitutes an event of default under any agreement in effect from time to time between the Borrower and the Agent (an "Event of Default"). Upon the occurrence and during the continuation of an Event of Default, the Agent may exercise all rights and remedies in respect of the Trademark which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (Ontario)).
3. The Borrower irrevocably constitutes and appoints the Agent and each of its authorized agents from time to time as the true and lawful attorney of the Borrower with power of substitution in the name of the Borrower, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Borrower on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademark; take any other actions with respect to the Trademark as the Agent deems to be in the best interest of the Lenders, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademark; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademark to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Agent may determine as permitted by law and whether or not the Agent has taken possession of the Trademark.
4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The

TRADEMARK**REEL: 002508 FRAME: 0948**

Borrower agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Borrower hereby accepts and irrevocably submits to the jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Agent to bring or initiate proceedings against the Borrower or any other person elsewhere.

5. From time to time, at the request of the Agent, the Borrower shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Agent may reasonably request in order to create, preserve, perfect, validate or otherwise protect the Security Interest, to enable the Agent to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Borrower this 25 day of MARCH, 2002.

W. G. THOMPSON & SONS LIMITED

By: [Signature]
 Name: WESLEY T. THOMPSON
 Title: PRESIDENT

By: [Signature]
 Name: D. W. CHAPPEL
 Title: CFO

Schedule "A"

1. Hyland Seeds & Design, Trade-Mark # 1,178,381