

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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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.  
 120 Corporate Park Drive  
 Henderson, NV  
 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: Research Seeds, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 225 Florence Road  
 City: St. Joseph State: MO Zip: 64502  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Nevada  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: March 29, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)

838,144	1,263,324	2,043,337
757,022	425,543	752,377
		2,096,853

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: ..... 7


5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Land O'Lakes, Inc.  
 Internal Address: MS 2500  
 Street Address: 4001 Lexington Ave North  
 City: Arden Hills State: MN Zip: 55126

7. Total fee (37 CFR 3.41).....\$ 195.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
120215  
 (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.*

Peter S. Janzen            September 19, 2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$195.00 120215 0838144

**ASSIGNMENT OF TRADEMARK REGISTRATIONS**

**THIS ASSIGNMENT OF TRADEMARK REGISTRATIONS** (the "**Assignment**") is made as of March 26, 2001 by AgriBioTech, Inc., a Nevada corporation and former Chapter 11 Debtor and Debtor in Possession ("**Assignor**") in favor of Research Seeds, Inc. ("**Assignee**"), a Missouri corporation, with respect to the following facts and circumstances:

**WHEREAS**, Assignor's predecessor in interest (the "**Predecessor**") and Assignee heretofore entered into that certain Asset Purchase Agreement dated June 30, 2000, as the same has heretofore been modified and amended (as so modified and amended, the "**Purchase Agreement**").

**WHEREAS**, the transaction contemplated by the Purchase Agreement closed on or about July 31, 2000.

**WHEREAS**, although the Purchase Agreement contemplated that the Predecessor would transfer and assign to Assignee at the closing of the transaction contemplated by the Purchase Agreement its right, title and interest, if any, in and to those trademarks listed on **Exhibit "A"** attached hereto and incorporated herein by this reference and rights in connection with the registration thereof (collectively, the "**Trademarks**"), by oversight, the parties neglected to effect such transfer and assignment at the closing.

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby assign unto Assignee all of Assignor's any and all right, title and interest of Assignor in and to the Trademarks, together with any good will of the business symbolized by the Trademarks and any registrations thereof, including, without limitation, any registrations of any of the Trademarks described on **Exhibit "A"** hereto.

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 Purchase Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Purchase Agreement and the acknowledgement and disclaimer set forth in Section 7 thereof) of the Purchase Agreement.

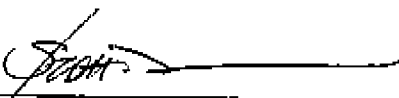
S. Scott Dean, in his capacity as the authorized signatory for Assignor, hereby confirms to Assignee that (i) during the period when he has been so authorized to act on Assignor's behalf, Assignor has not transferred or assigned the Trademarks or any registrations thereof, or any interest in such Trademarks or registrations to any other party, and (ii) he is not aware of any

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

transfer or assignment of such Trademarks, registrations or interests therein made to any third party following the "Closing Date" under the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademark Registrations as of the date first above written.

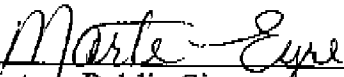
**AgriBioTech, Inc., a Nevada corporation, Former Debtor and Debtor-In-Possession**

By:   
Name: S. Scott Dean  
Title: Authorized Signatory

STATE OF UTAH )  
COUNTY OF WASHINGTON )

On September 2, 2003, before me, Marte Eyre, personally appeared S. Scott Dean, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public Signature

My Commission Expires: 10-29, 2003



**EXHIBIT A**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>DATE ISSUED</b>
EL CAMINO	838,144	11/7/1967
GERMAIN'S	1,263,324	1/10/1964
GERMAIN'S	752,377	7/9/1963
GERMAIN'S	757,022	9/17/1963
GOLDEN WEST	425,543	11/26/1946
HEALTH CLUB	2,096,853	9/16/1997
PREMIUM SEED INC. & DESIGN	2,043,337	3/11/1997