

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seeds 2000, Inc.		03/19/2009	CORPORATION: NORTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	6111 N. River Rd.		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2677547	SEEDS 2000	
Registration Number:	1859890	SEEDS 2000	
Registration Number:	2680574	WHERE THERE'S NO MIDDLEMAN BETWEEN OUR TECHNOLOGY AND YOUR SEED.	
Serial Number:	77614517	TECHNOLOGY IN YOUR SEED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	931405-005		

CH \$115.00 2677547

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	03/20/2009

**Total Attachments: 9**

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**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>REG. NO. OR SERIAL NO.</b>	<b>JURISDICTION OF APPLICATION / REGISTRATION</b>	<b>GOODS/SERVICES</b>	<b>DATE OF FIRST USE / REG. DATE</b>
<b>SEEDS 2000</b>	Seeds 2000, Inc. ("Seeds 2000")	U.S. Reg. No. 2677547	United States Patent and Trademark Office (USPTO)	Seeds for agricultural purposes; namely, sunflowers, corn, canola and soybeans	12/04/1992 / 01/21/2003
<b>SEEDS 2000 (&amp; Design)</b>	Seeds 2000	U.S. Reg. No. 1859890	USPTO	Seeds for agricultural purposes; namely, sunflowers, corn, sorghum, soybeans	12/04/1992 / 10/25/1994
<b>WHERE THERE'S NO MIDDLEMAN BETWEEN OUR TECHNOLOGY AND YOUR SEED</b>	Seeds 2000	U.S. Reg. No. 2680574	USPTO	Seeds for agricultural purposes; namely, sunflowers, corn, canola and soybeans	01/01/1999 / 01/28/2003
<b>TECHNOLOGY IN YOUR SEED</b>	Seeds 2000	U.S. Serial No. 77614517	USPTO	Seeds for agricultural purposes; namely, sunflowers, corn, canola and soybeans	09/01/04 / pending
<b>SEEDS 2000</b>	Seeds 2000	Canadian Reg. No. TMA592,765	Canadian Intellectual Property Office	Seeds for agricultural purposes, namely sunflowers, corn, canola and soybeans	07/01/96 / 10/22/2003

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2009, by SEEDS 2000, INC., a North Dakota Corporation ("Grantor"), in favor of MB FINANCIAL BANK, N.A., a national banking association ("Secured Party").

### RECITALS

A. Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Secured Party, pursuant to which Secured Party has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Secured Party to which obligations owed to the Secured Party are secured.

C. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
3. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
4. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
5. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

6. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

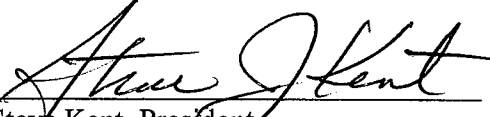
[signature page follows]



Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR**

**SEEDS 2000, INC.**, a North Dakota corporation

By:   
Steve Kent, President

Acknowledged:

**MB FINANCIAL BANK, N.A.**

By: \_\_\_\_\_

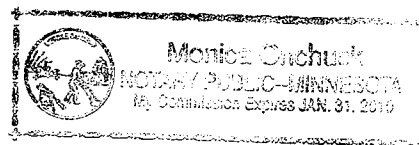
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MN )  
 ) ss  
COUNTY OF Wilkin )

On this \_\_\_ day of March 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above indicated officer of SEEDS 2000, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the managers or similar governing of said entity.

Monica Onchuck  
Notary Public





**SCHEDULE 1**  
to  
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**SCHEDULE 2**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

None.