

TRADEMARK AND TRADE NAME SECURITY AGREEMENT

WHEREAS, **Seed Corporation of America**, a Maryland corporation, with its chief executive office at 4764 Hollins Ferry Road, Baltimore, MD 21227 (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, Debtor and **BankAmerica Business Credit, Inc.**, a Delaware corporation, having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 as Agent for the Lenders (as defined and described in the Loan Agreement) (herein referred to as "Secured Party"), have entered into a Loan and Security Agreement (herein referred to as the "Loan Agreement"), of even date herewith, by which Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

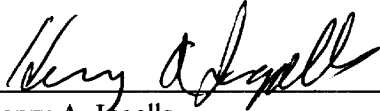
Debtor further covenants and warrants to Secured Party:

- (a) that Debtor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;
- (b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;
- (c) that to its knowledge the validity of the trademarks and trade names has never been questioned; and
- (d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder.


THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark and Trade Name Security Agreement as of this 23 day of June, 1998.

SEED CORPORATION OF AMERICA
A Maryland Corporation

By: 
Name: Henry A. Ingalls
Title: Vice President

BANKAMERICA BUSINESS CREDIT, INC.,
as Agent for the Lenders

By: 
Name: Victor Alfirevic
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

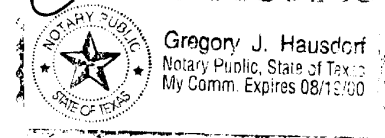
BEFORE ME, the undersigned Notary Public, on this day personally appeared Henry A. Ingalls, the Vice President of Seed Corporation of America, a Maryland corporation, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of June, 1998.

[S E A L]

My Commission Expires:

Gregory J. Hausdorf
Notary Public in and for
the State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

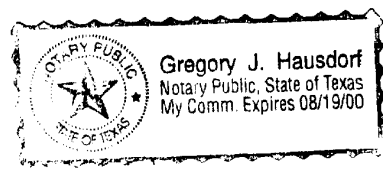
BEFORE ME, the undersigned Notary Public, on this day personally appeared Victor Alfirevic, the Vice President of BankAmerica Business Credit, Inc., a Delaware corporation, as Agent for the Lenders and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of June, 1998.

[S E A L]

My Commission Expires:

Gregory J. Hausdorf
Notary Public in and for
the State of Texas



SEED CORPORATION OF AMERICA

Exhibit "A"

Trademarks

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
BARE SPOT R	1184047	12/29/81
DRUID HILL PARK	694727	03/22/60
FOUR WAY BRAND	1952127	01/30/96
GREEN HEIGHTS	1162970	07/28/81
HARD-WEAR	1109598	12/19/78
HILLSIDE PARK	1162969	07/28/81
HOMERUN	1781645	07/13/93
KID-PROOF	1168606	09/08/81
MARYLAND-VIRGINIA	1751464	02/09/93
MARYLAND-VIRGINIA	1792260	09/14/93
QUICK SPROUT	1112421	01/30/79
SEEDCO	1449111	07/28/87
SEED CORPORATION OF AMERICA	1128403	12/25/79
SHADY LANE	1099759	08/15/78
STURDY TURF	1112420	01/30/79
SUNNY DAY	1162968	07/28/81
10 DAY	1168827	09/08/81
TERRAPIN TURF	1669652	12/24/91
TRI-STATE	1745415	01/12/93
TUFF TURF	1896393	05/30/95