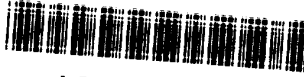




07-13-1998

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

MRO 7-9-98

1. Name of conveying party(ies):

HELLER FINANCIAL, INC.
500 West Monroe Street, Chicago, IL 60661

- Individual(s)
- General Partnership
- Corporation - State **Delaware**
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **SEED CORPORATION OF AMERICA**

Internal Address: _____

Street Address: **4764 Hollins Ferry Road**

City: **Baltimore** State: **Maryland** ZIP: **21227**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Maryland**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release of Security Interest**
- Merger
- Change of Name

Execution Date: **June 24, 1998**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1792260

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Tamsen Valoir**
Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: **1445 Ross Avenue, Suite 3200**

City: **Dallas** State: **Texas** Zip: **75202-2799**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): \$ **40.00**

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: **10-0447**

(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.

Tamsen Valoir
Name of Person Signing

Tamsen Valoir
Signature

July 1, 1998
Date

07/22/1998 DMGUYEN 00000278 1792260

FC:481

40.00 DP

Total number of pages comprising cover sheet:

1

**RELEASE OF
ASSIGNMENT FOR SECURITY AGREEMENT (TRADEMARKS)**

THIS RELEASE is made as of this 24th day of June, 1998, by Heller Financial, Inc., ("Heller") with an office at 500 West Monroe Street, Chicago, Illinois 60661, in favor of Seed Corporation of America, a Maryland corporation.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Heller hereby unconditionally and expressly releases, terminates and extinguishes, without limitation, any and all of its right, title and interest in and to, and any and all liens and security interests it may have upon (i) all of the trademarks and pending applications for trademarks and all income, royalties, rights and the goodwill of the business which relate thereto, including the registrations and applications appurtenant thereto, listed in Schedule A hereto and (ii) all trademark license agreements and all receivables, contract rights and general intangibles arising under or relating thereto, including the right to prepare for sale, sell and advertise for sale such property, which liens and security interests were established under and pursuant to the Assignment for Security (Trademarks) dated April 3, 1995, recorded on September 20, 1995 reel #1392, frame #0894 (the "Security Agreement"). All obligations and duties under said Security Agreement are hereby released and terminated and Heller hereby expressly releases and discharges without limitation all claims, demands and causes of action that it may now have or might subsequently accrue to it arising out of or connection with, directly or indirectly, the aforesaid Security Agreement.

HELLER FINANCIAL, INC.,
as Lender

By: *Elyabeth Schmidt*

Title: SVP

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Status</u>
SHADY LANE	1,099,759	Assigned to Seed Corporation of America on 4/13/93. Renewal due 8/15/98.
HARD-WEAR	1,109,598	Assigned to Seed Corporation of America on 4/13/92. Renewal due 12/19/98.
STURDY-TURF	1,112,420	Assigned to Seed Corporation of America on 4/13/92. Renewal due 1/30/99.
QUICK-SPROUT	1,112,421	Assigned to Seed Corporation of America on 4/13/93. Renewal due 1/30/99.
SEED CORPORATION OF AMERICA (with design)	1,128,403	Assigned to Seed Corporation of America on 4/13/92. Renewal due 12/25/99.
BARE SPOT (with design)	1,184,047	Assigned to Seed Corporation of America on 4/13/92. Renewal due 12/29/2001.
SEEDCO	1,449,111	Renewal due 7/28/2007.
TERRAPIN TURF	1,669,652	Affidavit of Use/Incontestability due after 12/24/96 and before 12/24/97. Renewal due 12/24/2001.
TRI-STATE	1,745,415	Affidavit of Use/Incontestability due after 1/12/98 and before 1/12/99. Renewal due 1/12/2003.
MARYLAND-VIRGINIA (for grass seed)	1,751,464	Affidavit of Use/Incontestability due after 2/9/98 and before 2/9/99. Renewal due 2/9/2003.
HOME RUN	1,781,645	Affidavit of Use/Incontestability due after 7/13/98 and before 7/13/99. Renewal due 7/13/2003.
MARYLAND-VIRGINIA (for fertilizer)	1,792,260	Affidavit of Use/Incontestability due after 9/14/98 and before 9/14/99. Renewal due 9/14/2003.

TRADEMARK

-4- REEL: 1756 FRAME: 0532

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 24th day of June, 1998, before me personally came Elizabeth Schmidt, to me known, who, being by me duly sworn, did depose and say that she is a Senior Vice President of Heller Financial, Inc., the corporation, in and which executed the foregoing instrument and that she was authorized to sign her name thereto on behalf of said corporation.



Elizabeth E Motts
Notary Public