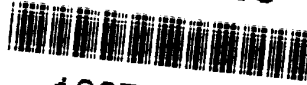




07-13-1998

07-23-1998



100771712

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original 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

3. Nature of conveyance:

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

Execution Date: June 24, 1998

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1099759

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.

07/22/1998 DMGUYEN 00000277 1099759

0 FC:481

40.00

Tamsen Valoir
Name of Person Signing

Signature

July 1, 1998
Date

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: *Elyse J. 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

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