

07-23-1998



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

U.S. Patent & TMO/TM Mail Rcpt. Dt. #64

07-13-1998

MRO 7-9-98

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

<p>1. Name of conveying party(ies):</p> <p><b>HELLER FINANCIAL, INC.</b> 500 West Monroe Street, Chicago, IL 60661</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>SEED CORPORATION OF AMERICA</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>4764 Hollins Ferry Road</u></p> <p>City: <u>Baltimore</u> State: <u>Maryland</u> ZIP: <u>21227</u></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other <u>Release of Security Interest</u></p> <p>Execution Date: <u>June 24, 1998</u></p>	<p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Maryland</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designation must be a separate document from Assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><b>1112421</b></p>

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Tamsen Valoir</u>  <u>Jenkins &amp; Gilchrist, P.C.</u>          Internal Address: _____          _____</p> <p>Street Address: <u>1445 Ross Avenue, Suite 3200</u></p> <p>City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75202-2799</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account.</p> <p>(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)</p> <p>8. Deposit Account number: <u>10-0447</u>          (Attach duplicate copy of this page if paying by deposit account)</p>
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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                      Jamsen Valoir                      July 1, 1998  
 Name of Person Signing                      Signature                      Date

07/22/1998 DNGUYEN 00000284 1112421

FC:481                      40.00 OP                      Total number of pages comprising cover sheet: 1

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

THIS RELEASE is made as of this 24<sup>th</sup> 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 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.

STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF COOK    )

On this 24<sup>th</sup> 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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

CERTIFICATE OF MAILING UNDER 37 CFR 1.8

BOX ASSIGNMENT  
Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

U.S. Patent & TMO/TM Mail Rcpt. Dt. #64  
  
07-13-1998

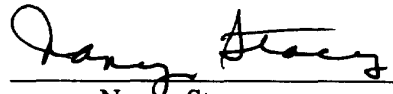
Dear Sir:

I hereby certify that this correspondence,

**12 Cover sheets**  
**12 Assignments**  
**12 Checks in the amount of \$40.00**  
**12 Return postcards**

is being deposited with the United States Postal Service as first-class mail, postage prepaid, in an envelope addressed to:

BOX ASSIGNMENT  
Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

  
\_\_\_\_\_  
Nancy Stacey

Date: July 9, 1998

IPHO:15412.1 20992-00039

RECORDED: 07/09/1998

TRADEMARK  
REEL: 1756 FRAME: 0550