

12-29-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

3 SHEET



100930836

To the Honorable Commissioner of Patents &

documents or copy thereof.

1. Name of conveying party(ies)

AgriBiotech

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

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

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

Name: BankAmerica Business Credit, Inc.

Internal Address: 55 South Lake Avenue, Suite 900

Street Address: 55 South Lake Avenue, Suite 900

City: Pasadena State: California ZIP: 91101

3. Nature of conveyance:

**MRD 12-15-98**

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

Executed on Date: December 3, 1998

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

1,304,022 1,217,757  
1,317,218

Additional numbers attached?  Yes  No

1998 DEC 21 AM 10:43  
OPR/FINANCE

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

Name:

**Tamsen Valoir**

Street Address:

**Jenkins and Gilchrist  
1100 Louisiana Street, Suite 1800  
Houston, Texas 77002-5214**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 90.00

- 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

12-15-98  
Date

Total number of pages comprising cover sheet: 1

12/28/1998 DNGUYEN 00000273 1304022

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

Date of Deposit 12/15/98

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle  
Sallie Carlisle

TRADEMARK  
REEL: 1832 FRAME: 0527

## TRADEMARK SECURITY AGREEMENT

WHEREAS, **AgriBiotech**, a Nevada corporation, with its chief executive office at 120 Corporate Park Drive, Henderson, Nevada 89014 (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;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder; and

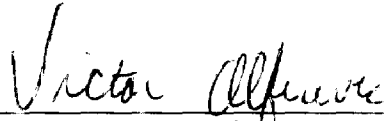
THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS 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 Security Agreement as of this 3 day of December, 1998.

**AgriBiotech, Inc.,**  
A Nevada Corporation

By:   
Name: Henry A. Ingalls  
Title: V.P./Treasurer

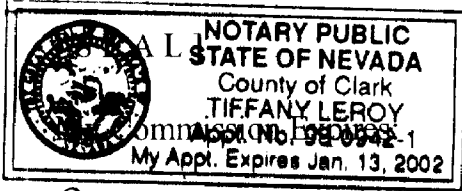
**BankAmerica Business Credit, Inc.**

By:   
Name: Victor ~~Alfaro~~ Alfaro  
Title: ~~President~~ Vice President

Nevada  
THE STATE OF ~~TEXAS~~ §  
Clark §  
COUNTY OF ~~DALLAS~~ §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Henry A. Urpals, the Vice President of Agribiotech, Inc., a Nevada corporation, 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/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3<sup>rd</sup> day of December, 1998.



Jan. 13, 2002

Tiffany Leroy  
Notary Public in and for  
the State of ~~Texas~~ Nevada

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

~~Alfirevic~~ 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/she 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 9<sup>th</sup> day of December, 1998.

[ SEAL ]

My Commission Expires:

Aug. 15, 2001

Joan Madsen  
Notary Public in and for  
the State of ~~Texas~~ CALIFORNIA



AGRIBIOTECH, INC.,

Exhibit "A"

Trademarks

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
"HYTEST BRAND"	Reg. No.: 1217757	Reg. Date: 11/23/82
"TIMSTAN"	Reg. No.: 1304022	Reg. Date: 11/06/84
"HARDY BRAND"	Reg. No.: 1317218	Reg. No.: 01/29/85