

01-26-1999

TRADEMARK



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ALPINE PLANT FOODS CORPORATION

12 18 98

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization ONTARIO

Receiving Party

Mark if additional names of receiving parties attached

Name NATIONSBANK, N.A., as Agent

DBA/AKA/TA

Composed of

Address (line 1) P.O. BOX 3406

Address (line 2)

Address (line 3) ATLANTA

City

GA

State/Country

30302-3406

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other a national banking association
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1843 FRAME: 0697

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1074810"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

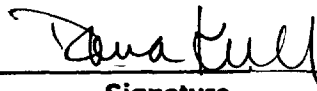
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

DANA KULL, ESQ.



1/22/99

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT

(Trademarks)

County of Waterloo)
) ss.:
Province of Ontario)

WHEREAS. Alpine Plant Foods Corporation, an Ontario corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** (the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of December 1, 1998 (as amended, modified, supplemented or restated from time to time, the "Loan Agreement") by and among the Assignor, Na-Churs Plant Food Company ("Na-Churs"), NationsBank, N.A. and Bank of America Canada ("BofA"), pursuant to which NationsBank and BofA have, on the date hereof, made or agreed to make certain loans to the Assignor or to Na-Churs and may, from time to time hereafter, make additional loans to the Assignor and to Na-Churs; and

WHEREAS, pursuant to the Fixed and Floating Charge Demand Debenture dated as of December 1, 1998 in the principal amount of C\$20,000,000 (the "Debenture"), the Assignor has agreed to assign to BofA, and grant to BofA, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

- (a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) the licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world,

to secure the payment and performance of the Secured Obligations of Assignor (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to BofA, and grants to BofA, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations of Assignor.

The Assignor hereby further acknowledges and affirms that the rights and remedies of BofA with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its authorized officer or agent as of December 18, 1998.

ALPINE PLANT FOODS CORPORATION

By: 

Name: W. C. O. J. O. W.

Title: VICE PRESIDENT

Attest:

By: 

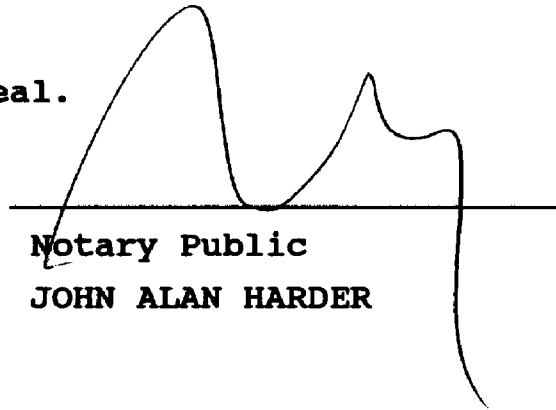
Name: John Alan Hazard

Title: Solicitor

County of Waterloo)
Province of Ontario) ss.
)

This 18th day of December, 1998, personally came before me, a Notary Public in and for said County and Province Neil Dolson who, being by me duly sworn, says that he is the Vice President of Alpine Plant Foods Corporation, that the foregoing instrument was signed by Neil Dolson on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.

WITNESS my hand and official seal.



Notary Public
JOHN ALAN HARDER

My Commission Expires:

Lifetime

[NOTARIAL SEAL]

Schedule A

Trademarks

<u>Trademark</u>	<u>US Registration Number</u>	<u>Canadian Registration Number</u>
Arouse		300,317
Liqui-Cal		302,745
Foligen		344,379
Actino		300,728
Alpine Plant Foods		201,911
Alpine	1074810	282,994
Cytogen		309,186

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