

11-05-1999

Patents To the Hono
 Trademarks Please record



arks:
reof.

1. Name of Party(ies) conveying an interest:

101193794

of Party(ies) receiving an interest:

H and H Seed Co., Inc.
1835 E. 9th Street
Yuma, Arizona 85364

Name: Fleet Capital Corporation
Internal Address: Attention: Loan Administration Manager
Street Address: 15260 Ventura Boulevard, Suite 400
City: Sherman Oaks
State: California Zip: 91403

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Arizona
 Other _____

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Rhode Island
 Other _____
Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:
 Yes
 No

3. Interest Conveyed:
 Assignment Association
 Security Agreement Limited Partnership
 Other _____
Execution Date: As of September 16, 1999

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached: Yes
 No
75/678,864

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

Name: Federal Research Corporation
Internal Address: Ms. Penelope Agodoa
Street Address: 400 Seventh Street, N.W., Suite 101
City: Washington
State: District of Columbia Zip: 20004

6. Number of applications, patents, or registrations involved:

1

7. Amount of fee enclosed or authorized to be charged:

\$40.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

11/04/1999 JSHABAZZ 00000080 75678864

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DO NOT USE THIS SPACE

9. Date of execution of attached document As of September 16, 1999

10. 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 documents.

November 1, 1999
Date

Wesley E. Odom

Signature

Name of Person Signing

MKD 11/3/99

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 16, 1999, is executed by H and H Seed Co., Inc., an Arizona corporation ("Borrower"), in favor of Fleet Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement dated as of the date hereof among Borrower and Lender (the "Loan Agreement"), Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and record related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed
as of the day and year first above written.

H AND H SEED CO., INC.

By: Patrick K. Hodges, Jr
Name: Patrick K. Hodges, Jr
Title: President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

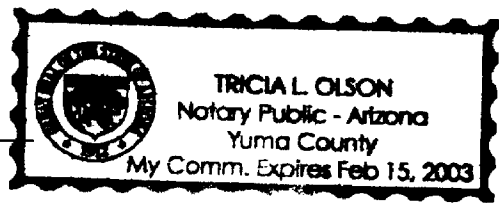
On September 16, 1999, before me, Tricia L Olson, Notary Public
(Name and Title of Officer)

personally appeared Patrick K Hodges, Jr.

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tricia L Olson
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
 - Corporate Officer
- _____ Title(s)
- Partner(s) Limited
 - Attorney-In-Fact General
 - Trustee(s)
 - Guardian/Conservator
 - Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title Or Type Of Document

_____ Number Of Pages

_____ Date Of Document

_____ Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
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None.

I-A-1

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TRADEMARK
REEL: 001985 FRAME: 0512

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
MINI VERDE	United States Federal	6/17/99	75/678,864

I-B-1

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RECORDED: 11/03/1999

**TRADEMARK
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