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01-05-2000



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To the Commissioner of Patents and Trademarks

ents or copy thereof.

1. Name of conveying party(ies):

ceiving party(ies):

Peterson Seed Company, Inc.

AgriBioTech, Inc.  
120 Corporate Park Drive  
Henderson, Nevada 89014

- Individuals
- General Partnership
- Corporation—State of Minnesota
- Other:
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

- Individual(s) citizenship
- General Partnership
- Corporation—State of Nevada
- Other:
- Association
- Limited Partnership

Execution Date: December 9, 1999

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

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

See attached sheet

See attached sheet

Additional numbers attached?  Yes  No

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

Name: Scott Johnston  
Address: Merchant & Gould P.C.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

6. Total number of applications and trademarks involved: 6

7. Total fee (37 CFR 3.41): \$165.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Scott W. Johnston

Name of Person Signing

Signature

December 10, 1999

Date

Total number of pages including cover sheet, attachments, and document 5

Do not detach this portion

Mail documents to be recorded with required cover sheet information to

Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:481  
02 FC:482

40.00 OP  
125.00 OP

TRADEMARK  
REEL: 002006 FRAME: 0468

Trademark Schedule

U.S. Pending Applications

Mark	Application No.	Filing Date
THE COLOR YELLOW	75/222,775	January 8, 1997
THE COLOR PINK	75/298,139	May 27, 1997
PAT WRAP	75/420,230	January 20, 1998

U.S. Registrations

Mark	Registration No.	Registration Date
P Logo	1,393,476	May 13, 1986
HEALTH CLUB	2,096,853	September 16, 1997
PETERSON'S CREEPING-BLUEGRASS	2,179,145	August 4, 1998

Canadian Pending Application

Mark	Application No.	Filing Date
PETERSON'S CREEPING-BLUEGRASS	831419	December 20, 1996

Canadian Registration

Mark	Registration No.	Registration Date
HEALTH CLUB	512953	July 19, 1999

Serial No.

Mark

75/222,775

Miscellaneous Design (The Color Yellow)

75/298,139

Miscellaenous Design (The Color Pink)

75/420,230

PAT WRAP

Registration No.

Mark

1,393,476

P Logo

2,096,853

HEALTH CLUB

2,179,145

PETERSON'S CREEPING-BLUEGRASS

## ASSIGNMENT

WHEREAS, Peterson Seed Company, Inc., a Minnesota corporation having a principal place of business at 7800 East Highway 100, Shakopee, Minnesota 55379 (hereinafter called "Assignor"), is the owner of the trademark rights, applications and trademark registrations shown on the attached Trademark Schedule ("Marks"); and

WHEREAS, AgriBioTech, Inc., a Nevada corporation having a principal place of business at 120 Corporate Park Drive, Henderson, Nevada 89014 (hereinafter called "Assignee"), is desirous of acquiring said trademarks, trademark applications and registrations;

NOW, THEREFORE, said Assignor hereby confirms and ratifies the assignment of rights stated herein effective as of May 22, 1998, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned and transferred, and by these presents does sell, assign and transfer, nunc pro tunc, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to said Marks, said applications and registrations and all common law trademark rights in said Marks, and with the goodwill and other incidents of its business associated with or symbolized by said Marks, effective May 22, 1998. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by

