

8-15-00

08-14-2000



101431211

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  
Effective Date  
Month Day Year \_\_\_\_\_

Merger

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

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.)

08/15/2000 JSHABAZZ 00000070 1354548

FOR OFFICE USE ONLY

01 FC:483 40.00 OP  
02 FC:482 525.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**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" value="0855740"/>	<input type="text" value="1343084"/>	<input type="text" value="2228191"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2222758"/>	<input type="text" value="1360912"/>	<input type="text" value="1353163"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1385369"/>	<input type="text" value="1367976"/>	<input type="text" value="1360911"/>

**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

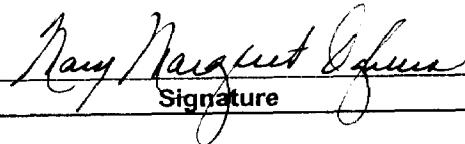
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

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.

Mary Margaret Ogburn  
Name of Person Signing

  
Signature

8/14/00  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

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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 the Assignment.)

**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)**

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**Registration Number(s)**

<input type="text" value="1354546"/>	<input type="text" value="1036937"/>	<input type="text" value="1391788"/>
<input type="text" value="1425883"/>	<input type="text" value="2275586"/>	<input type="text" value="0853893"/>
<input type="text" value="0665221"/>	<input type="text" value="1022815"/>	<input type="text" value="2281943"/>
<input type="text" value="2202038"/>	<input type="text" value="1781645"/>	<input type="text" value="1751464"/>
<input type="text" value="1792260"/>	<input type="text"/>	<input type="text"/>
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## ASSIGNMENT OF INTANGIBLE PROPERTY

AgriBioTech, Inc., a Nevada corporation and Debtor and Debtor-In-Possession (the "Assignor") under Case No. BK-SO-10533-LBR in the United States Bankruptcy Court for the District of Nevada, Southern Division, is executing this Assignment of Intangible Property (the "Assignment") in favor of KRB Seed Company, LLC, a North Carolina limited liability company ("Assignee"), with respect to the following facts and circumstances:

(A) Assignor and Assignee, have heretofore entered into that certain Asset Purchase Agreement dated May 21, 2000, as modified and amended by that certain Amendment to Asset Purchase Agreement dated June 15, 2000 (collectively, the "Agreement"), by and among Assignor, on the one hand, and Assignee, J.R. Simplot Company, a Nevada Corporation, and Proseeds Marketing, Inc., a corporation, on the other. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor, Assignee and the other parties to the Agreement are consummating the transactions contemplated by the Agreement. Pursuant to Section 3.3.3 of the Agreement, Assignor is required to execute and deliver this Assignment at the Closing.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to all of intellectual property and other intangible property identified on **Schedule 1** attached hereto and incorporated herein by this reference. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement, the acknowledgement and disclaimer set forth in Section 7 thereof, and the provisions of Section 9.23 of the Agreement).

In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing

party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

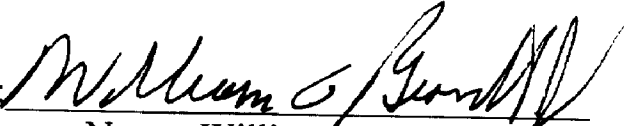
This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

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31<sup>st</sup> IN WITNESS WHEREOF, Assignor has executed this Assignment as of the  
of July, 2000.

ASSIGNOR:

AgriBioTech, Inc., a Nevada corporation  
and Debtor and Debtor-In-Possession

By:   
Name: William A. Brandt, Jr.  
Title: Responsible Natural  
Person

# **SCHEDULE 1**

## **Final Schedule of Intangible Property to be Attached**

**SCHEDULE 1  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REG. NO./ REG. DATE</b>	<b>COUNTRY/ STATE OF REGISTRATION</b>
BACK YARD	Renewed 10/04/88	72/258,775	853,893 8/6/68	USA
BARE SPOT R & DESIGN	Sec. 8 Accepted	73/228,433	1,184,047 12/29/81	USA
CAMBRIDGE PARK	Renewed 8/5/78 & 7/6/98	72/038,480	665,221 8/5/58	USA
CENTRA 2000	Canceled-Sec. 8	73/610,274	1,458,609 9/22/87	USA
CRYSTAL PARK	Renewed 8/30/95	73/044,651	1,022,815 10/14/75	USA
DRUID HILL PARK	Registered, Renewed 9/8/80	72/075,892	694,727 3/22/60	USA
EARTH'S TURF	Sec. 8 Accepted	74/222,477	1,746,540 1/12/93	USA
EASY DOES IT	Canceled- Sec. 8	73/228,441	1,162,967 7/28/81	USA
EDEN PARK STYLIZED	Not Renewed, Considered Expired	71/269,534	250,177 12/4/28	USA
FIRST AID	Renewed 3/12/86	72/220,675	803,269 2/8/66	USA
FRONT LAWN	Renewed 10/11/88	72/258,776	855,740 9/3/68	USA
GLENDALE PARK	Renewed 9/8/80	72/063,669	687,657 11/3/59	USA
GLENSIDE PARK STYLIZED	Not Renewed, Considered Expired	71/607,348	561,503 7/15/52	USA
GREENSEED & DESIGN	Canceled- Sec. 8	73/568,498	1,501,547 8/23/88	USA



**SCHEDULE 1  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REG. NO./ REG. DATE</b>	<b>COUNTRY/ STATE OF REGISTRATION</b>
GREENSEED & DESIGN	Registered	74/666,894	2,023,019 12/17/96	USA
HARD/WEAR	Renewed 5/5/99	73/149,496	1,109,598 12/19/78	USA
HILLSIDE PARK	Sec. 8 Accepted	73/228,445	1,162,969 7/28/81	USA
HOME/RUN TALL FESCUE	Abandoned- Failure to Respond	73/565,104		USA
HOMEOWNER'S CHOICE	Registered	75/225,265	2,281,943 9/28/99	USA
HOMEOWNER'S CHOICE	Registered	75/225,262	2,202,038 11/3/98	USA
HOMERUN	Sec. 8 & 15 Accepted & Acknowledged	74/330,224	1,781,645 7/13/93	USA
JR TALL FESCUE	Abandoned	73/776,673		USA
L LOFTS	Sec. 8 & 15 Accepted & Acknowledged	73/459,078	1,343,084 6/18/85	USA
L LOFTS SEED	Registered	75/415,245	2,228,191 3/2/99	USA
LOFTS	Registered	75/415,235	2,222,758 2/9/99	USA
LOFTS JERSEY TURF	Sec. 8 & 15 Accepted & Acknowledged	73,455,710	1,360,912 9/17/85	USA
LOFTS MIDWEST TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,711	1,353,163 8/6/85	USA

**SCHEDULE 1  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REG. NO./ REG. DATE</b>	<b>COUNTRY/ STATE OF REGISTRATION</b>
LOFTS MUSTANG PASTURE MIX	Sec. 8 & 15 Accepted & Acknowledged	73/455,801	1,385,369 3/4/86	USA
LOFTS NEW ENGLAND TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,707	1,367,976 10/29/85	USA
LOFTS NEW YORK TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,709	1,360,911 9/17/85	USA
LOFTS PENN TURF	Sec. 8 & 15 Accepted & Acknowledged	73/455,708	1,354,546 8/13/85	USA
LOFTS TURF SUPREME	Abandoned	73/541,526		USA
LONG LIFE	Canceled- Sec. 8	73/075,753	1,061,335 3/15/77	USA
MARVELGREEN	Renewed 5/2/96	73/044,627	1,036,937 3/30/76	USA
MARYLAND - VIRGINIA	Cancelled - Sec. 8	73/413,300	1,295,233 9/14/84	USA
MARYLAND - VIRGINIA	Cancelled-Sec. 8	73/480,445	1,325,194 3/12/85	USA
MARYLAND - VIRGINIA	Sec. 8 & 15 Accepted & Acknowledged	74/262,541	1,751,464 2/9/93	USA
MARYLAND - VIRGINIA	Sec. 8 & 15 Accepted & Acknowledged	74/303,962	1,792,260 9/14/93	USA

**SCHEDULE 1  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REG. NO./ REG. DATE</b>	<b>COUNTRY/ STATE OF REGISTRATION</b>
MARYLAND - VIRGINIA	Abandoned- Express Registrant: Seed Corporation of America	73/481,528	N/A	
MOCK'S SUPERTURF & DESIGN	Not Renewed- Considered Expired	71/602,732	553,538 1/15/52	USA
MOCK'S SUPERTURF & DESIGN	Not Renewed- Considered Expired	71/614,563	556,409 3/18/52	USA
P LOGO P WITH LEAF DESIGN	Sec. 8 & 15 Accepted & Acknowledged	73/561,378	1,393,476 5/13/86	USA
PALMER'S PRIDE	Abandoned	75/403,137 12/10/97		USA
PATRIOT	Not Renewed- Considered Expired	71/624,362	576,687 6/30/53	USA
PEDIGREED'S LONG ISLAND GRASS SEED MIXTURE & DESIGN	Registered	72/055,703	700,692 7/15/60	USA
PENN VALLEY	Registered	72/063,206	683,473 8/18/59	USA
PINTO	Renewed 9/16/99	73/173,735	1,123,415 7/31/79	USA
PREMIUM & DESIGN	Renewed 5/20/87	71/489,956	425,736 12/3/46	USA
PREMIUM QUALITY STYLIZED LOGO	Registered		14453 3/13/89	MINNESOTA

**SCHEDULE 1  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REG. NO./ REG. DATE</b>	<b>COUNTRY/ STATE OF REGISTRATION</b>
PRESTIGE & DESIGN	Not Renewed- Considered Expired	71/405,193	360,115 9/6/38	USA
PRESTIGE & DESIGN	Abandoned- Failure to Respond	75/621,454		USA
QUICK GROW	Abandoned- Failure to Respond	73,461,192		USA
REMEDY RX	Abandoned- Failure to Respond	74/283,520		USA
RUGGED WEAR MIX	Registered	74/698,444	2,060,394 5/13/97	USA
SAMSON	Abandoned- No Statement of Use filed after Notice of Allowance was issued	74/135,083		USA
SHADY LANE	Not Renewed- Considered Expired	73/075,755	1,099,759 8/15/78	USA
SHADY NOOK STYLIZED	Renewed 5/16/89	71/514,367	434,955 12/9/47	USA
SOUTH JERSEY	Renewed 4/8/98	9645	9645 12/19/90	New Jersey
SUBURBAN STYLIZED	Not Renewed- Considered Expired	71/048,403	78619 6/28/10	USA
SUNNY DAY	Sec. 8 Accepted	73/228,444	1,162,968 7/28/91	USA

**SCHEDULE 1  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REG. NO./ REG. DATE</b>	<b>COUNTRY/ STATE OF REGISTRATION</b>
TERRAPIN TURF & DESIGN	Sec. 8 & 15 Accepted & Acknowledged	74/056,757	1,669,652 12/24/91	USA
TOP 1 GRASS SEED MIXTURE	Canceled- Failure to Respond		T19940 3/21/85	OREGON
TOURSTAR		/83323800	/83323800 1/9/97	CANADA
TOURSTAR	Registered	74/640,733	1,968,156 4/16/96	USA
TOURSTAR	Abandoned- No Statement of Use filed after Notice of Allowance was issued	74/411,178		USA
TRI-PLEX	Sec. 8 & 15 Accepted & Acknowledged	73/540,089	1,391,788 4/29/86	USA
TRI/STATE	Sec. 8 & 15 Accepted & Acknowledged	74/275,218	1,745,415 1/12/93	USA
ULTIMA	Sec. 8 & 15 Accepted & Acknowledged	73/605,724	1,425,883 1/20/87	USA
VILLA GREEN STYLIZED	Not Renewed- Considered Expired	71/624,368	577,272 7/14/53	USA
VISCOUNT		TMA284,008	TMA284,008 10/7/83	CANADA
WASHINGTON PARK STYLIZED	Not Renewed- Considered Expired	71/269,535	250,176 12/4/28	USA

**SCHEDULE 1  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REG. NO./ REG. DATE</b>	<b>COUNTRY/ STATE OF REGISTRATION</b>
WHERE GREAT GRASS BEGINS	Registered	75/415,246	2,275,586 9/7/99	USA
YEAR AFTER YEAR	Abandoned	73/481,532		USA

**EXHIBIT A  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**COMPANY NAMES/TRADE NAMES/DOMAIN NAMES**

Budd Seed and all variations  
Lofts Seed and all variations  
Green Seed and all variations  
Sunbelt Seed and all variations  
J & M Seed Company and all variations  
Hill of Indiana and all variations  
Turf.com (web site and domain name)

**EXHIBIT A  
ASSIGNMENT OF INTANGIBLE PROPERTY TO  
KRB SEED COMPANY, LLC**

**PLANT VARIETY PROTECTION CERTIFICATES**

<b>Variety Name</b>	<b>PV Number</b>	<b>Status</b>	<b>Issued</b>	<b>Expire</b>
Rebel	8000153	Expired		5/14/1999
Rebel II	8700195	Issued	1/15/1988	1/15/2006
Rebel Jr.	9000240	Issued	11/30/1992	11/30/2010
Rebel 3D	9300200	Issued	9/30/1999	9/30/2019
Rebel III	9500129	Issued	4/14/2000	4/14/2020
Rebel Sentry	9800227	Pending		
Palmer	8200178	Issued	5/31/1984	5/31/2002
Palmer II	9200209	Issued	6/30/1999	6/30/2019
Palmer III	9700358	Pending		
Preakness	9500090	Issued	9/30/1999	9/30/2019
Panther	9800345	Pending		