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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Incotec Integrated Coating and Seed Technology, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Illinois
- ☐ Other

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

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

Execution Date: March 19, 2001

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

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? ☐ Yes ☐ No

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

Name:

Internal Address:

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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ASSIGNMENT BRANCH

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.

Gregory T. Pealer		March 19, 2001
Name of Person Signing	Signature	Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK COLLATERAL AGREEMENT

This 19th day of March, 2001, Incotec Integrated Coating and Seed Technology, Inc., a California corporation (*"Grantor"*) with its mailing address at 1293 Harkins Road, Salinas, California 93901, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as agent (in such capacity, the *"Agent"*) for the Agent and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Credit Agreement dated as of June 28, 1999 (such Credit Agreement as the same has been and hereafter may be amended, modified or restated from time to time being hereinafter referred to as the *"Credit Agreement"*), among Seminis, Inc., a Delaware corporation the ("*Company*"), Seminis Vegetable Seeds, Inc., a California corporation (*"SVS"*), SVS Holland B.V., a private company with limited liability incorporated under the laws of The Netherlands ("*SVS Holland*" and, together with the Company and SVS, individually a "*Borrower*" and collectively the "*Borrowers*"), the Lenders and the Agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Agent is referred to herein as the *"Secured Party"*), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain General Security Agreement dated as of December 29, 2000, among the Company, SVS and the other Debtors (including without limitation the Grantor) named therein to the Secured Party (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for

collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INCOTEC INTEGRATED COATING AND SEED TREATING TECHNOLOGY, INC.

By [signature]
Its Asst. Sec.

RONALD L. COLTON
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,
as Agent

By Betsy Erdelyi
Its Assistant Vice President

Betsy Erdelyi
(Type or Print Name)

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

SERIAL NUMBER	REG. NUMBER	WORD MARK
73/803484	1595730	INCOTEC