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09-24-2001



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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

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/21/2001 TDIAZ1 00000023 76213416

01 FC:481 40.00 OP

02 FC:482 225.00 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:

TRADEMARK
REEL: 002371 FRAME: 0653

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

Na

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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" value="76/213,416"/>	<input type="text" value="76/213,414"/>	<input type="text" value="76/213,413"/>	<input type="text" value="1,617,821"/>	<input type="text" value="1,620,248"/>	<input type="text" value="736,614"/>
<input type="text" value="76/213,410"/>	<input type="text" value="75/719,530"/>	<input type="text"/>	<input type="text" value="1,632,501"/>	<input type="text" value="1,570,096"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

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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.

Jane P. Miles

Jane P. Miles

.9/6/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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Other

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**RECORDATION FORM COVER SHEET
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OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
08 01 01

Name Stoneville International Inc.

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Tennessee

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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Address (line 3) City State/Country Zip Code

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INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This 1st day of August, 2001, each of the undersigned (individually a "*Grantor*" and collectively the "*Grantors*") with their principal place of business and mailing address at 6625 Lenox Park Drive, Suite 117, Memphis, Tennessee 38115, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assign, mortgage and pledge to Harris Trust and Savings Bank, an Illinois banking corporation, as agent (in such capacity, the "*Agent*") for itself and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Credit Agreement dated as of August 1, 2001, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Agent, the Lenders and the Grantors (Harris Trust and Savings Bank in its capacity as such Agent is referred to herein as the "*Secured Party*"), and grant to Secured Party a continuing security interest in, all general intangibles (as defined in the Uniform Commercial Code of the State of Illinois), including without limitation the patents, trademarks and other intellectual property described on Schedule A attached hereto, to secure performance of all of the Obligations as set out in that certain Security Agreement dated as of August 1, 2001, among the Grantors and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

Each 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 property subject hereto 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, the Grantors have caused this Intellectual Property Collateral Agreement to be duly executed as of the date and year last above written.

STONEVILLE PEDIGREED SEED COMPANY

By Charles A. Turner
Name Charles A. Turner
Title C.F.O.

DELINTING AND SEED TREATING COMPANY

By Charles A. Turner
Name Charles A. Turner
Title C.F.O.

STONEVILLE HOLDING CORP.

By Charles A. Turner
Name Charles A. Turner
Title C.F.O.

STONEVILLE INTERNATIONAL, INC.

By Charles A. Turner
Name Charles A. Turner
Title C.F.O.

ACALA COTTON SEEDS, INC.

By Charles A. Turner
Name Charles A. Turner
Title C.F.O.

HARRIS TRUST AND SAVINGS BANK, as Agent

By Charles A. Turner
Name Charles A. Turner
Title C.F.O.

By Brian J. Moeller
Name Brian J. Moeller
Title Managing Director

SCHEDULE A

INTELLECTUAL PROPERTY RIGHTS

1. See the attached schedule of certificates of plant variety protections and applications of the Debtor.
2. The Debtor does not own any patents, patent rights, and patent applications.
3. The Debtor owns the following copyright: Germain's ACALA GC-510 Advertisement dated July 11, 2001.
4. See the attached schedule of trademarks of the Debtor.
5. The Debtor has the following Registered Domain Name: www.stoneville.com.
6. The Debtor licenses intellectual property pursuant to the following agreements:
 - a. Novated Agreement for a Plant Variety Release, dated as of January 1, 1994, between the Board of Supervisors of Louisiana State University and Agricultural and Botanical College and Stoneville Pedigreed Seed Company.
 - b. License Agreement, dated March 25, 1988 and amended October 5, 1993, between Rhone-Poulenc Agrochimie and Calgene LLC, the former owner of the Debtor. All rights and obligations under this license agreement were assigned to the Debtor by that certain Assignment and Assumption Agreement dated December 17, 1999 by and among the Debtor, Rhone-Poulenc Agrochimie and Calgene, LLC.
 - c. Insect-Protected Cotton License and Seed Services Agreement dated December 29, 1999 by and among Stoneville Pedigreed Seed Company and Monsanto Company.
 - d. Roundup Ready Cotton License and Seed Services Agreement dated December 29, 1999 by and among Stoneville Pedigreed Seed Company and Monsanto Company.
 - e. License Agreement dated December 29, 1999 by and among Stoneville Pedigreed Seed Company and Monsanto Company.
 - f. Cotton Transformation License dated December 29, 1999 by and among Stoneville Pedigreed Seed Company and Monsanto Company.

<i>Status</i>	<i>PVP Name</i>	<i>Issue Date</i>	<i>Expiration Date</i>	<i>Certificate Number</i>
Expired	Coker 310	01/18/74	01/18/91	7100021
Expired	McNair 210	06/20/74	06/20/91	7100090
Expired	McNair 511	05/21/74	05/21/91	7200095
Expired	Coker 312	07/26/74	07/26/91	7200100
Expired	Coker 5110	06/28/74	06/28/91	7200101
Expired	Stoneville 603	05/01/75	05/01/92	7300057
Expired	Dixie King III	06/27/75	06/27/92	7300089
Expired	McNair 612	03/06/74	03/06/91	7400023
Expired	Stoneville 256	04/11/77	04/11/94	7500102
Expired	Stoneville 731N	04/11/77	04/11/94	7600048
Expired	McNair 220	07/19/77	07/19/94	7600077
Expired	Coker 304	12/21/78	12/21/95	7700024
Expired	Stoneville 825	06/11/81	06/11/99	7900024
Expired	Coker 420	01/29/80	01/29/97	7900087
Expired	Coker 315	12/18/80	12/18/97	8000087
Active	Coker 3131	09/24/81	09/24/99	8100019
Active	Stoneville 506	04/15/82	04/15/00	8100059
Active	Stoneville 302	10/28/82	10/28/01	8200051
Active	Coker 208	09/29/83	09/29/01	8300082
Active	Stoneville 112	02/28/86	02/28/04	8500162
Active	KC 380	06/30/87	06/30/05	8700069
Active	Coker 139	12/18/87	12/18/05	8700070
Active	Stoneville 453	09/30/88	09/30/06	8800173
Active	KC 311	03/29/91	03/29/09	8800197
Active	Coker 130	11/30/90	11/30/08	8900252
Active	Coker 320	12/31/90	12/31/08	8900290
Active	Acala BR-636	12/31/90	12/31/07	9000212
Active	Stoneville 907	08/31/94	08/31/11	9200016
Active	Stoneville 324	06/30/94	06/30/11	9200054
Active	St 132	12/29/95	12/29/15	9300070
Active	ST 474	07/31/97	07/31/17	9400152
Pending	BXN58	04/20/95		9500138
Pending	BXN 57	04/20/95		9500139
Pending	ST 495	01/18/96		9600108
Pending	AP 6101	03/05/98		9800148
Pending	AP 4103	03/05/98		9800149
Pending	AP 6102	03/05/98		9800150
Pending	ST 373	02/01/99		9900166
Pending	BG 4740	02/01/99		9900167
Pending	BXN 16	02/16/99		9900176
Pending	ST 239	02/16/99		9900177
Pending	AP 7115	04/26/99		9900274
Pending	ST 4691B	05/19/01		200000252
Pending	ST 4892BR	05/19/01		200000253
Pending	ST 468	07/11/00		200000284
Pending	AP 9257	04/23/01		200100170
Pending	AP 7126	04/23/01		200100171
Pending	ST 4793R	06/11/01		200100213

Trademarks and Trademark Applications

<u>Name of Applicant</u>	<u>Serial/Reg. No.(s)</u>	<u>Filing Date</u>	<u>Status</u>
Stoneville Pedigreed Seed Co.	Serial No 76-213,416	2/20/2001	Pending; New Applicant
Stoneville Pedigreed Seed Co.	Serial No 76-213,414	2/20/2001	Pending; New Applicant
Stoneville Pedigreed Seed Co.	Serial No 76-213,413	2/20/2001	Pending; New Applicant
Stoneville Pedigreed Seed Co.	Serial No 76-213,410	2/20/2001	Pending; New Applicant
Stoneville Pedigreed Seed Co.	Serial No. 75-719,530	6/2/1999	Pending; Published for Opposition
Stoneville Pedigreed Seed Co.	Serial No. 73-802,976 Reg. No. 1,617,821	5/29/1989	Registered 11/16/90
Stoneville Pedigreed Seed Co.	Serial No. 73-768,526 Reg. No. 1,620,248	12/8/1988	Registered 11/10/90
Stoneville Pedigreed Seed Co.	Serial No. 72-134,355 Reg. No. 736,614	12/19/1961 renewed 8/26/82	Registered 8/28/62
Acala Cotton Seeds, Inc.	Reg. No. 1,632,501		
Acala Cotton Seeds, Inc.	Reg. No. 1, 570,096		

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RECORDED: 09/12/2001

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