

OMB No. 0651-0011 (exp. 4/94)



To the Honorable Commissioner of Pa

102226792

original documents or copy thereof.

1. Name of conveying party(ies):
 DICKEY-john Corporation
 c/o TSI Incorporated
9.17.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other _____

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

2. Name and address of receiving party(ies)
 Name: U.S. Bank National Association
 Street Address: U.S. Bank Place, EP-MN-M6MM
601 Second Avenue South
 City: Minneapolis State: MN ZIP: 55402-4302

Individual(s) _____
 Association National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Collateral Assignment (Trademarks)

Execution Date: June 28, 2002

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached Yes No

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)
923,503; 1,022,564; 1,024,575; 1,029,978; 1,038,741; 1,059,098;
1,076,339; 1,132,135; 1,150,254; 1,284,152; 1,284,153; 1,385,852;
1,625,816; 1,638,218; 1,645,072; 1,660,318; 2,111,150; 2,118,373;
2,183,560; 2,185,116; 2,219,689; 2,231,208; and 2,231,209

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

Name: Travis L. Bachman

Internal Address: Dorsey & Whitney LLP

Street Address: Suite 1500, 50 South Sixth Street

City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41). \$590

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1420
 (Attach duplicate copy of this page if paying by deposit account)

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.

Travis L. Bachman
 Name of person Signing

[Signature]
 Signature

September 11, 2002
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/18/2002 TDIAZ1 00000200 923503

01 FC:481 40.00 OP
02 FC:482 550.00 OP

BOX ASSIGNMENT
Director - U.S. Patent and Trademark Office
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, PK-2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

COLLATERAL ASSIGNMENT (TRADEMARKS)
(Subsidiary)

THIS COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of June 28, 2002, is by and between DICKEY-JOHN CORPORATION, a Delaware corporation (the "Assignor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, together with any successor in such capacity, the "Assignee") for the Banks party to the Credit Agreement described below.

RECITALS

A. JJF Acquisition, Inc. ("JJF"), the Assignee, as Agent and as a Bank, and certain other Banks (the "Banks") are parties to a Credit Agreement dated as of May 2, 2000 (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Banks agreed to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. On May 3, 2000, JJF merged with and into TSI, Incorporated ("TSI"), with TSI being the surviving entity.

C. The Assignor is a wholly owned subsidiary of TSI, and executed a Guaranty of even date herewith (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "Guaranty") to guaranty the obligations of TSI under the Credit Agreement.

D. To secure all the liabilities and obligations of the Assignor to the Assignee and the Banks arising under the Guaranty, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement dated as of June 28, 2002 (the "Security Agreement") by and between Assignor and Assignee, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets.

E. The Assignor owns certain businesses which have adopted and used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office.

F. It is a condition precedent to the obligation of the Banks to extend credit accommodations pursuant to the Credit Agreement that this Assignment be executed and delivered by Assignor.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee to extend credit accommodations to the Assignor under the Credit Agreement, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Assignment, the Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks, trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee or its designee for its use and behalf, and for the legal representatives, successors and assigns of the Assignee or its designee, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuance of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment; unless and until such acceptance, this Assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit B. The Assignor hereby irrevocably authorizes the Assignee to date undated Assignments of Trademarks and otherwise complete such Assignments at the time of transfer and agrees to sign whatever documents are necessary to transfer ownership of Assignor's from Assignor to the new owner. Notwithstanding the foregoing provisions of this Section 1, the Assignee acquires no security interest or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or the Assignee arranges for an assignment of such Trademarks from the Assignee to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060. At the time that Assignee seeks to transfer all other Trademarks pursuant to Exhibit B, it may also complete Exhibit C with respect to any U.S. intent-to-use applications and, provided that Exhibit C satisfies the conditions of the preceding sentence, Assignor agrees that it will promptly execute and return the same to Assignee.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending, the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with any statutory notice requirements relating to its use of the Trademarks;

(f) except as set forth in Exhibit D, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) the Trademarks listed on Exhibit A are all of the trademark registrations and applications therefor now owned by the Assignor;

(h) the Assignor has marked with an asterisk each U.S. intent-to-use trademark application listed on Exhibit A for which a verified amendment to allege use or statement of use has not been filed; and

(i) the Assignor will, at any time upon reasonable request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark, or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto, and the Assignor shall submit annual reports to the Assignee each year not later than December 31st notifying Assignee of (i) any new trademarks, , or trade names adopted, acquired, or applied for during the previous year and (ii) any changes to the status of any previously listed Trademarks, including without limitation U.S. trademark applications for which verified amendments to allege use and statements of use have now been filed. If the Assignee does not receive such a report within fifteen days after the deadline, then the Assignee is authorized to obtain updated information on the Trademarks from the appropriate trademark registrars or third party providers at the Assignor's expense. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit D attached hereto.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents prepared by Assignee to facilitate the purposes of this Assignment, including, but not

limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At the time the annual report is prepared in accordance with Section 4, Assignor agrees to provide Assignee with an updated Exhibit A for filing with the U.S. Patent and Trademark Office. If the Assignee does not receive the updated Exhibit A within fifteen days after the deadline, then Assignee is authorized to prepare and record Exhibit A at the Assignor's expense. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Loan Documents. All documents prepared and all actions taken by the Assignee pursuant to this Assignment shall be at Assignor's expense.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Assignor may abandon any such application upon thirty days' written notice to the Assignee, (ii) to make application on those trademarks and trade names which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Assignor and the Assignee.

14. Upon payment in full of all Liabilities (other than the Assignor's unmatured indemnity obligations under any Loan Document) and the expiration or termination of any obligation of the Assignee to extend credit accommodations to the Assignor, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (ii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the assignee the greater right shall govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor has executed this instrument.

DICKEY-JOHN CORPORATION

By 

Its TREASURER

Address:

DICKEY-john Corporation
c/o TSI Incorporated
333 South 7th Street
Suite 3100
Minneapolis, MN 55402
Fax (612) 673-6703

Address for Assignee:

U.S. Bank National Association
U.S. Bank Place - EP-MN-M6MM
601 Second Avenue South
Minneapolis, MN 55402-4302
Fax (612) 973-0823

**EXHIBIT A TO
COLLATERAL ASSIGNMENT
(TRADEMARKS)**

REGISTERED TRADEMARKS

Country	Registration No.	Issue Date	Title/Description
USA	923503	09 November 2001	DICKEY-john (special script)
USA	1022564	14 October 1995	Multi-Grain
USA	1024575	11 November 1995	Design - Slanted Three Grain
USA	1029978	13 January 1996	DICKEY-john
USA	1038741	4 May 1996	DICKEY-john
USA	1059098	15 February 1997	Design – Dickey-john, etc.
USA	1076339	1 November 1997	Design – Slanted Three Grain
USA	1132135	01 April 2000	Motomco
USA	1150254	07 April 2001	Model 919
USA	1284152	03 July 1994	GAC III
USA	1284153	03 July 1994	GAC II
USA	1385852	11 March 1996	InstaLab
USA	1625816	04 December 2000	Tri-Grain
USA	1638218	19 February 2001	Design – Vertical Three Grain
USA	1645072	21 May 2001	Design – Harvest Hand
USA	1660318	08 October 2001	Harvest Hand
USA	2111150	04 November 1997	Benchmark
USA	2118373	02 December 1997	Land Manager
USA	2183560	25 August 1998	Control Point
USA	2185116	25 August 1998	DJScientific (stylized)
USA	2219689	19 January 1999	Seed Manager
USA	2231208	9 March 1999	Seed Smart
USA	2231209	9 March 1999	Miscellaneous Design

TRADEMARK APPLICATIONS

None.

**EXHIBIT B TO
COLLATERAL ASSIGNMENT
(TRADEMARKS)**

ASSIGNMENT OF TRADEMARKS

(Registered and Pending Use-Based Applications)

This Assignment having an effective date of _____, ____ is made by and between
DICKY-JOHN CORPORATION, a Delaware corporation (“Assignor”) and
_____, a _____ (“Assignee”).

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in
the U.S. Patent and Trademark Office or which are the subject of pending use-based applications
in the U.S. Patent and Trademark Office (hereinafter the “Marks”) and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable
consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign
and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and
to the Marks, and the registrations and applications therefor, together with that part of the good
will of the business connected with the use of and symbolized by the Marks, and including
Assignor’s entire right, title and interest in and to any and all causes of action and rights of
recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to
convey the entire interest herein assigned, and that it has not executed, and will not execute, any
agreements inconsistent herewith. Assignor hereby irrevocably authorizes _____
to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

DICKEY-JOHN CORPORATION (Assignor)

Date: _____

By _____

Title _____

_____ (Assignee)

Date: _____

By _____

Title: _____

**EXHIBIT C TO
COLLATERAL ASSIGNMENT
(TRADEMARKS)**

ASSIGNMENT OF TRADEMARKS

(Intent-To-Use Applications)

This Assignment having an effective date of _____, ____ is made by and between
DICKY-JOHN CORPORATION., a Delaware corporation ("Assignor") and
_____, a _____ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are the subject of pending intent-to-use applications in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and applications therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. As indicated below, each Mark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the U.S. Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

DICKEY-JOHN CORPORATION. (Assignor)

Date: _____

By _____
Title _____

_____ (Assignee)

Date: _____

By _____
Title: _____

**EXHIBIT D TO
COLLATERAL ASSIGNMENT
(TRADEMARKS)**

EXISTING LICENSES

None.

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