

01-23-2003

FORM PTO-1594 (Rev. 8-93) OMB No. 0651-0011 (exp. 4/94)

RECORDS TRA



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

1-23-03

Tab settings

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

1. Name of conveying party(ies): GROWMARK FS, Inc.

1-23-03

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Trademark Collateral Agreement, Merger, Change of Name

Execution Date: December 2, 2002

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, Other Illinois banking corporation

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) None

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto and made a part hereof.

Additional numbers attached? Yes No

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

Name:

RETURN TO: FEDERAL RESEARCH CORP

1030 15th STREET NW

SUITE 920

WASHINGTON DC 20005

City: State: ZIP:

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Elizabeth A. Szklarz

Name of Person Signing

Signature

1/16/03

Date

Total number of pages including cover sheet, attachments, and document: 6

01/24/2003 6TON11 1337102

00000027 75796825

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

01 FC:8521 02 FC:8522

40.00 DP 275.00 DP

TRADEMARK REEL: 002654 FRAME: 0425

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
CROPWORKS	75796825	09/10/99
EARLY EDGE	74527595	05/11/94
FIELD FRESH	73690252	10/19/87
N-SUL 32	74011105	12/15/89
N-SUL 33	74011103	12/15/89
PADDOCK GREEN	72359317	05/11/70
PRO-GANIC	75496113	06/04/98
SHOPWORKS	75799193	09/10/99
SOL-U-GREEN	72216143	04/09/65
TATERBEST	72263435	01/27/67
SILAGE FRESH	73786985	03/16/89
DESIGN (LEAF)	73755429	10/03/88

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	NONE	

COMMON LAW MARKS AND TRADE NAMES

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of December, 2002, GROWMARK FS, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1701 Towanda Avenue, Bloomington, Illinois 61701, 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 collateral agent for the Lenders identified and defined in the Security Agreement described below with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns (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-1 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-2 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-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 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 Obligations of Debtor as set out in that certain Security Agreement dated as of December 19, 2001 among Debtor, the other debtors party thereto and Secured Party (such Security Agreement, as amended, modified and supplemented from time to time being referred to herein as 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 Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (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 Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then 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. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor 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.

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

GROWMARK FS, INC.

By Marshall P. Bohlen
Name: Marshall P. Bohlen
Title Assistant Treasurer

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By _____
Name: _____
Title: _____

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

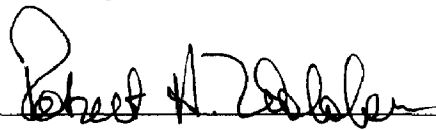
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

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

GROWMARK FS, INC.

By _____
Name: _____
Title _____

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By  _____
Name: Robert H. Wolohan
Title: Vice President

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None