

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HARRIS MORAN SEED COMPANY		08/31/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
<b>Street Address:</b>	1120 K Street, Box 949
<b>Internal Address:</b>	Attn: Mr. Brent Sloan
<b>City:</b>	Modesto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95354
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION:

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	669447	
Registration Number:	1077575	FERRY MORSE
Registration Number:	529030	FERRY-MORSE
Registration Number:	1449969	FERRY'S SEEDS
Registration Number:	2385129	FILMCOAT PLUS
Registration Number:	1666883	FLOWCOAT
Registration Number:	428508	F-M
Registration Number:	1162120	HARRIS
Registration Number:	1446685	HM
Registration Number:	2146422	HM HARRIS MORAN SEED COMPANY
Registration Number:	2362297	LIL' MONSTERS
Registration Number:	1011662	MORAN-COAT
Registration Number:	1185070	MORAN-COAT SEEDS

**OP \$590.00 669447**

Registration Number:	422975	MORSE'S
Registration Number:	2795938	NATURECOAT
Registration Number:	1035478	NIAGARA
Registration Number:	969438	
Registration Number:	534013	
Registration Number:	434952	PLAYGROUND
Registration Number:	2086394	THE HAND THAT SEEDS THE WORLD
Serial Number:	76627967	CAESAR'S CHOICE BRAND
Serial Number:	76639546	MMIV CAESAR'S CHOICE BRAND
Registration Number:	1442361	HARRIS MORAN

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3127017237  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Christopher Dore  
Address Line 1: 190 S. LaSalle St.  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Christoher Dore
Signature:	/Christopher Dore/
Date:	09/30/2005

Total Attachments: 5  
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TRADEMARK SECURITY ACKNOWLEDGEMENT

This TRADEMARK SECURITY ACKNOWLEDGEMENT, dated as of August 31, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Acknowledgement"), is made by HARRIS MORAN SEED COMPANY, a California company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") on behalf of certain Agents and Banks (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement, dated as of August 26, 2005 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement") among the Grantor the banks and other financial institutions identified therein (together with their respective successors and assigns in such capacity, the "Banks"), Société Générale, New York Branch, as Administrative Agent for the Banks (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"); and the Collateral Agent, pursuant to which the Banks have agreed to make or maintain loans to the Borrower from time to time in an aggregate principal amount not to exceed U.S. \$42,000,000;

WHEREAS, in connection with the Credit Agreement, such Grantor has executed and delivered a Second Amended and Restated Security Agreement, dated as of August 31, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (a) of Section 5 of the Security Agreement, the Collateral Agent has requested that the Grantor duly execute and deliver this Acknowledgment evidencing the Collateral Agent's continuing security interest in all of the Trademark Collateral (as defined below) to secure the Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Acknowledgment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor acknowledges, for the benefit of each secured party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Acknowledgment, including its preamble and recitals, have the meanings provided in the Security Agreement.

(a) SECTION 2. Grant of Security Interest. The Grantor hereby acknowledges that pursuant to the Security Agreement it has granted to the Collateral Agent, for its benefit and the ratable benefit of each other secured party, a continuing security interest in all of its trademarks, trade names, corporate names, trade dress, service marks, logos and other source or business identifiers registered with the Patent

and Trademark Office of the United States of America, and all registrations and applications for registration thereof, and all renewals of the foregoing (collectively, the "Trademarks").

SECTION 3. Security Agreement. This Acknowledgment has been executed and delivered by the Grantor for the purpose of recording the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The Security Agreement (and all rights and remedies of the Collateral Agent and each secured party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Revolving Loan Commitment Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Further Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Acknowledgement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Loan Document. This Acknowledgment is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.


SECTION 7. Counterparts. This Acknowledgment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Acknowledgment to be duly executed and delivered by Authorized Officer as of the date first above written.

HARRIS MORAN SEED COMPANY

By: Jeffrey L. Foreman  
Name: Jeffrey L. Foreman  
Title: CFO and VP

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Agent

By:   
Name: James Ferguson  
Title: Relationship Manager

SCHEDULE I  
to Trademark Security Acknowledgment

Trademark	Status	Registration/ Application Number	Renewal Date
CAESAR'S CHOICE BRAND	Pending	76/627967	
CAESAR'S CHOICE BRAND and Design	Pending	76/639546	
CUPPED HAND HOLDING EARTH CLOD	Registered	669447	11-Nov-2008
FERRY MORSE	Registered	1077575	15-Nov-2007
FERRY-MORSE	Registered	529030	15-Aug-2010
FERRY'S SEEDS	Registered	1449969	28-Jul-2007
FILMCOAT PLUS	Registered	2385129	12-Sep-2010
FLOWCOAT	Registered	1666883	03-Dec-2011
F-M	Registered	428508	25-Mar-2007
HARRIS	Registered	1162120	21-Jul-2011
HARRIS MORAN	Registered	1442361	09-Jun-2007
HM and Design	Registered	1446685	07-Jul-2007
HM HARRIS MORAN SEED COMPANY and Design	Registered	2146422	24-Mar-2008
LIL' MONSTERS	Registered	2362297	27-Jun-2010
MORAN-COAT	Registered	1011662	27-May-2005
MORAN-COAT SEEDS and Design	Registered	1185070	05-Jan-2012
MORSE'S	Registered	422975	20-Aug-2006
NATURECOAT	Registered	2795938	16-Dec-2013
NIAGARA	Registered	1035478	09-Mar-2006
PLANT AND HAND DESIGN	Registered	969438	02-Oct-2013
PLANT AND HAND DESIGN	Registered	534013	28-Nov-2010
PLAYGROUND	Registered	434952	09-Dec-2007
THE HAND THAT SEEDS THE WORLD	Registered	2086394	05-Aug-2007