

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|------------------------------|-------------------------|----------------------|---------------------------|--|----------------------|-------------------------|-------------|----------------------|--------|-------------|----------------------|---------|---------------|----------------------|---------|---------------|----------------------|---------|----------|----------------------|--------|-----|----------------------|---------|--------|----------------------|---------|----|----------------------|---------|------------------------------|----------------------|---------|---------------|----------------------|---------|------------|----------------------|---------|------------------|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>HARRIS MORAN SEED COMPANY</td> <td></td> <td>08/31/2005</td> <td>CORPORATION: CALIFORNIA</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | HARRIS MORAN SEED COMPANY | | 08/31/2005 | CORPORATION: CALIFORNIA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HARRIS MORAN SEED COMPANY | | 08/31/2005 | CORPORATION: CALIFORNIA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 1120 K Street, Box 949 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Internal Address: | Attn: Mr. Brent Sloan | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Modesto | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | CALIFORNIA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 95354 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entity Type: | NATIONAL BANKING ASSOCIATION: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> <tr><td>Registration Number:</td><td>669447</td><td></td></tr> <tr><td>Registration Number:</td><td>1077575</td><td>FERRY MORSE</td></tr> <tr><td>Registration Number:</td><td>529030</td><td>FERRY-MORSE</td></tr> <tr><td>Registration Number:</td><td>1449969</td><td>FERRY'S SEEDS</td></tr> <tr><td>Registration Number:</td><td>2385129</td><td>FILMCOAT PLUS</td></tr> <tr><td>Registration Number:</td><td>1666883</td><td>FLOWCOAT</td></tr> <tr><td>Registration Number:</td><td>428508</td><td>F-M</td></tr> <tr><td>Registration Number:</td><td>1162120</td><td>HARRIS</td></tr> <tr><td>Registration Number:</td><td>1446685</td><td>HM</td></tr> <tr><td>Registration Number:</td><td>2146422</td><td>HM HARRIS MORAN SEED COMPANY</td></tr> <tr><td>Registration Number:</td><td>2362297</td><td>LIL' MONSTERS</td></tr> <tr><td>Registration Number:</td><td>1011662</td><td>MORAN-COAT</td></tr> <tr><td>Registration Number:</td><td>1185070</td><td>MORAN-COAT SEEDS</td></tr> </table> | 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 | |
| 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

900033065

TRADEMARK
REEL: 003167 FRAME: 0529

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|----------------------|----------|-------------------------------|
| 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).

W I T N E S S E T H :

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 |