

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prince Agriproducts, Inc.		08/14/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1837663	CHROMAX	
Registration Number:	3081686	NUTRAGEN	
Registration Number:	3042810	GENERATE PLUS	
Serial Number:	78581050	CINGENEROL	
Serial Number:	78667814	NEUTRO MAX	
Serial Number:	78925560	ADVANCING NUTRITION FOR HEALTHY ANIMALS	
CORRESPONDENCE DATA			
Fax Number:	(916)339-9996		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45035.0117		

OP \$165.00 1837663

NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	08/21/2006
Total Attachments: 4 source=PhiborPAIATSA#page1.tif source=PhiborPAIATSA#page2.tif source=PhiborPAIATSA#page3.tif source=PhiborPAIATSA#page4.tif	

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

(Prince Agriproducts, Inc.)

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of August 14, 2006 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of October 21, 2003 (the "Trademark Security Agreement"), among **PRINCE AGRIPRODUCTS, INC.**, a Delaware corporation (the "Debtor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the collateral agent for certain Lenders as such term is defined therein (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Collateral Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Collateral Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Collateral Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

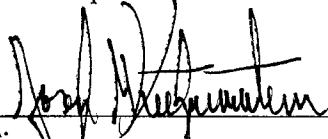
[SIGNATURE PAGE FOLLOWS]

**TRADEMARK
REEL: 003373 FRAME: 0948**

IN WITNESS WHEREOF, Debtor has duly executed this Agreement, as of the date first above written.

DEBTOR:

PRINCE AGRIPRODUCTS, INC., a
Delaware corporation

By: 
Name: _____
Title: _____

SCHEDULE I

PRINCE AGRIPRODUCTS, INC.

Registered Trademarks

Country	Trademark	Registration Number	Registration Date
USA	CHROMAX	1,837,663	5/31/1994
USA	NutraGen	3,081,686	4/18/2006
USA	GENERATE PLUS	3,042,810	1/10/2006

Pending Trademarks

Country	Trademark	Serial Number	Filing Date
USA	CINGENEROL	78/581,050	3/5/2005
USA	NEUTROMAX	78/667,814	7/11/2005
USA	ADVANCING NUTRITION FOR HEALTHY ANIMALS	78/925,560	7/10/2006
BRAZIL	OMNIGEN-AF	828352046	5/9/2006
CANADA	NutraGen	1,302,057	5/9/2006
CHINA	OMNIGEN-AF - CLASS 5		5/31/2006
INDIA	OMNIGEN-AF	1460443	6/2/2006
JAPAN	OMNIGEN-AF	41800/2006	5/9/2006
MEXICO	OMNIGEN-AF		

Country	Trademark	Serial Number	Filing Date
USA	CINGENEROL	78/581,050	3/5/2005
CHINA	OMNIGEN-AF - CLASS 31		5/31/2006