

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Monsanto Choice Genetics, LLC		11/13/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	First National Bank of Omaha
Street Address:	1620 Dodge Street
Internal Address:	Stop 1057
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68197
Entity Type:	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2936529	EB
Registration Number:	2915327	CHOICE ADVANTAGE
Registration Number:	3085276	EBX
Serial Number:	78956526	MAP YOUR SUCCESS
Registration Number:	3092815	EBX
Serial Number:	77053786	GX
Serial Number:	77053802	GX

**CORRESPONDENCE DATA**

Fax Number: (402)344-0588  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (402) 344-0500  
 Email: gderrick@bairdholm.com  
 Correspondent Name: Grayson J. Derrick

OP \$190.00 2936529

Address Line 1: 1500 WOODMEN TOWER  
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Grayson J. Derrick
Signature:	/Grayson J. Derrick/
Date:	11/15/2007

Total Attachments: 10  
source=Security Agreement Monsanto#page1.tif  
source=Security Agreement Monsanto#page2.tif  
source=Security Agreement Monsanto#page3.tif  
source=Security Agreement Monsanto#page4.tif  
source=Security Agreement Monsanto#page5.tif  
source=Security Agreement Monsanto#page6.tif  
source=Security Agreement Monsanto#page7.tif  
source=Security Agreement Monsanto#page8.tif  
source=Security Agreement Monsanto#page9.tif  
source=Security Agreement Monsanto#page10.tif

## SECURITY AGREEMENT

This Security Agreement (this "**Agreement**") dated as of November 13, 2007, is made by MONSANTO CHOICE GENETICS, LLC, a Delaware limited liability company (the "**Debtor**"), whose address for purposes of this Agreement is c/o Brent Mitchell, 5058 Grand Ridge Drive, Suite 200, West Des Moines, Iowa 50266, to FIRST NATIONAL BANK OF OMAHA (the "**Bank**"), whose address for purposes of this Agreement is 1620 Dodge Street, Stop 1057, Omaha, Nebraska 68197.

PRELIMINARY STATEMENT. The Bank has entered into the Credit Agreement with NEWSHAM GENETICS, LC, an Iowa limited liability company (the "**Borrower**") dated as of the date hereof (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "**Credit Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined). In order to secure the obligations of the Borrower under the Credit Agreement and the obligations of Debtor under that certain Guaranty dated as of the date hereof granted by Debtor to the Bank, the Debtor has agreed to grant the Bank a first priority lien and security interest in all of the Collateral, as hereinafter defined. It was a condition to the Bank entering into the Credit Agreement that the Debtor execute this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to continue to make Loans under the Credit Agreement, the Debtor hereby agrees as follows:

### ARTICLE 1 THE SECURITY

The Debtor hereby assigns and grants to the Bank, a security interest in all of the following described property now owned or hereafter acquired by the Debtor (collectively, the "**Collateral**"):

- (a) Accounts, contract rights, documents, documents of title, payment intangibles, investment property, chattel paper, instruments and deposit accounts.
- (b) Inventory.
- (c) Farm products.
- (d) Equipment.
- (e) General Intangibles (including any intellectual property, consisting of any licenses, patents, copyrights, trademarks, proprietary source code or domain names, of the Debtor as set forth on Schedule A attached hereto and incorporated herein or as otherwise may now or hereafter exist).
- (f) Accessions, attachments and other additions to the Collateral.
- (g) Substitutes or replacements for any Collateral, all proceeds, products, rents and profits of any Collateral, all rights under warranties and insurance contracts covering the Collateral, and any causes of action relating to the Collateral.
- (h) Books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("**Books and Records**").

**ARTICLE 2  
THE SECURED OBLIGATIONS**

The Debtor makes the assignment and grants the security interest to secure the following obligations (collectively, the "**Secured Obligations**") in any order of priority that the Bank may choose:

- (a) payment and performance of all of Borrower's Obligations (as defined in the Credit Agreement);
- (b) payment and performance of all obligations of the Debtor arising under this Agreement;
- (c) payment and performance of all future advances and other obligations of the Debtor to the Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by the Bank by assignment or otherwise, and including any obligation or liability arising pursuant to any derivative or hedge transaction of any kind entered into with the Bank and/or any Affiliate of the Bank; and
- (d) payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the matters described in this **Article 2**.

**ARTICLE 3  
DEBTOR'S COVENANTS**

The Debtor represents, covenants and warrants that, unless compliance is waived by the Bank in writing:

- (a) The Debtor will properly preserve, maintain and care for the Collateral in good working order and condition, ordinary wear and tear excepted; defend the Collateral against any adverse claims and demands that could reasonably be expected to have a Material Adverse Effect; protect, diligently collect all accounts consistent with current business practices; and keep complete, current, and accurate Books and Records with respect to the Collateral and any proceeds or collections.
- (b) The Debtor will notify the Bank in writing prior to any change in the location(s) of (i) the Debtor's place of business or the Debtor's chief executive office if the Debtor has more than one place of business, (ii) the Debtor's state of organization, (iii) the Debtor's books and records concerning any Collateral. The Debtor will notify the Bank in writing prior to any change in the Debtor's name, identity or business structure.
- (c) Except for liens expressly permitted under the terms of the Credit Agreement, the Debtor has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank and such permitted liens.
- (d) The Debtor will promptly notify the Bank in writing of any event which (i) materially adversely affects the value of the Collateral, and (ii) affects the ability of the Debtor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure materially adversely affecting the Collateral, whether governmental or otherwise.
- (e) The Debtor will comply with all laws and regulations, whether federal or state, relating to any subsidy, entitlement, price support or similar program to which the Debtor may be entitled,

to the extent that the Debtor's managers or member managers as applicable, in their reasonable business judgment, determines the Debtor should participate in. The Debtor will execute such additional documents as may be reasonably requested by the Bank in connection with the Bank's security interest in such rights, including but not limited to government assignment forms.

(f) Upon request of the Bank, the Debtor shall furnish to the Bank a list in writing of the buyers, processors, commission merchants, cooperatives, or selling agents to or through whom the Debtor has sold any farm product or other Collateral. The list and any notice shall include the name and address of each person or entity and an identification of the types of farm products or other Collateral sold to or through that person or entity.

(g) The Debtor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest. Without waiving the Debtor's default for failure to make any such payment, the Bank at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Secured Obligations and bear interest at the rate set out in the Secured Obligations. The Debtor agrees to reimburse the Bank on demand for any costs so incurred.

(h) Until the Bank exercises its rights to make collection, the Debtor will diligently collect all Collateral consistent with current business practices.

(i) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Debtor shall deliver such document to the Bank, together with any necessary endorsements, within ten (10) business days of any request by the Bank for such document.

(j) The Debtor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except in accordance with Section 5.02 of the Credit Agreement.

#### **ARTICLE 4 ADDITIONAL OPTIONAL REQUIREMENTS**

The Debtor agrees that the Bank may at its option at any time, whether or not an Event of Default exists:

(a) Require the Debtor to deliver to the Bank (i) copies of or extracts from the Books and Records, (ii) records and schedules which show the status and condition of the Collateral and where it is located, and (iii) information on any contracts or other matters affecting the Collateral.

(b) Require the Debtor to deliver to the Bank any instruments or chattel paper.

The Debtor agrees that the Bank may at its option at any time, while an Event of Default exists:

(a) Notify any account debtor, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral.

(b) Require the Debtor to notify any account debtor to forward all payments and proceeds of the Collateral to the Bank.

#### **ARTICLE 5 DEFAULTS**

Any one or more of the following shall be a default hereunder:

- (a) An Event of Default under the Credit Agreement or any other Loan Document.
- (b) The Debtor breaches any term, provision, warranty or representation under this Agreement.

**ARTICLE 6  
THE BANK'S REMEDIES AFTER DEFAULT**

If an Event of Default exists, the Bank may do any one or more of the following:

- (a) Pursue any or all of the Bank's remedies as set forth in this Agreement or the Credit Agreement.
- (b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code, as adopted and enacted by the State of Nebraska (the "**Uniform Commercial Code**") and any other existing and future laws, orders, ordinances, rules and regulations by any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, with authority over the Debtor, and its respective properties, as applicable, including all laws relating to or imposing liability or standards of conduct concerning protection of health or the environment (the "**Applicable Law**").
- (c) Enforce the security interest of the Bank in any deposit account of the Debtor maintained with the Bank by applying such account to the Secured Obligations.
- (d) Require the Debtor to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral, other than in the ordinary course of business.
- (e) Require the Debtor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.
- (f) [Intentionally Deleted].
- (g) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities that are located on real property pledged pursuant to the deeds of trust granted by Debtor to secure the Secured Obligations) and any of the Debtor's equipment (other than equipment that is excluded from Collateral definition), if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.
- (h) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Debtor irrevocably authorizes the Bank to endorse or sign the Debtor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Debtor and remove therefrom any payments and proceeds of the Collateral.
- (i) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, upon reasonable prior notice to the Debtor as may be required under the Uniform Commercial Code.

(j) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral.

(k) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(l) Without notice or demand to the Debtor, set off and apply against any and all of the Secured Obligations any and all deposits (general or special, time or demand, provisional or final) and any other Secured Obligations, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Debtor or any guarantor or endorser of the Secured Obligations.

## **ARTICLE 7 MISCELLANEOUS**

(a) All notices and other communications provided for hereunder shall be given in accordance with the requirements of the Credit Agreement, to the address, facsimile number or (subject to the Credit Agreement), electronic mail address specified below, or to such other address as shall be designated by such party in a notice to the other parties.

If to the Debtor:

MONSANTO CHOICE GENETICS, LLC  
c/o Brent Mitchell  
5058 Grand Ridge Drive, Suite 200  
West Des Moines, Iowa 50266

If to the Bank:

FIRST NATIONAL BANK OF OMAHA  
c/o \_\_\_\_\_  
1620 Dodge Street, Stop 1057  
Omaha, Nebraska 68197

(b) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(c) The Debtor shall, at the request of the Bank, execute such other agreements, documents, or instruments in connection with this Agreement as the Bank may reasonably deem necessary. The Debtor hereby authorizes the Bank to file one or more financing statements and such other documents as the Bank may from time to time require to perfect or continue the perfection of the Bank's security interest in any of the Collateral. The Debtor shall pay all fees and costs that the Bank may incur in preparing and filing such documents in public offices and in obtaining such record searches as the Bank may reasonably require.

(d) This Agreement shall be governed by and construed according to the laws of the State of Nebraska, without giving effect to conflicts of law principals.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by the Applicable Law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein or in the Credit Agreement are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Debtor agrees to pay immediately the costs and expenses thereof, together with reasonable attorney's fees.

(h) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Debtor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(i) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Secured Obligations or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Secured Obligations or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Debtor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Debtor.

[NO FURTHER TEXT ON THIS PAGE]



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

**MONSANTO CHOICE GENETICS, LLC**, a Delaware limited liability company

By: Mark Weaver  
Name: MARK WEAVER  
Title: CO-CEO

By: Robert W. Mitchell  
Name: ROBERT W. MITCHELL  
Title: CO-CEO

## SCHEDULE "A"

### (List of Intellectual Property)

Capitalized terms not otherwise defined herein have the meanings attributed to them in the Monsanto Purchase Agreement; provided, however, as used herein, "Seller" has the same meaning as set forth in the Monsanto Purchase Agreement, except that such term excludes Monsanto Canada, Inc.

All of any Seller's present and future rights in and to the following patent applications, including, without limitation, provisionals, divisions, continuations, continuations-in-part, reissues, equivalents and extensions thereof:

<u>Patent Application</u>
1. US 2007/0105107 A1
2. US 60/839,404
3. US 60/860,462
4. WO 2005/017204 A2
5. WO 2005/015989 A1
6. US 60/982,538

### Trademarks

All of any Seller's present and future rights in and to the following trademarks, together with all goodwill associated therewith, and registrations and applications for registration or renewals thereof:

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App/Reg No.</u>
Brazil	EB	Pending	823065200
Brazil	EB	Registered	823065219
Mexico	EB	Registered	723221
Canada	EB	Registered	TMA683553
Canada	CHOICE ADVANTAGE	Registered	TMA674749
Canada	EBX	Pending	1257224
Canada	MAP YOUR SUCCESS	Pending	1313573
Canada	QBX	Pending	1296123
Canada	GX	Pending	1326377
United States	EB	Registered	2936529
United States	CHOICE ADVANTAGE	Registered	2915327
United States	EBX	Registered	3085276

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App/Reg No.</u>
United States	MAP YOUR SUCCESS	Pending	78/956526
United States	EBX	Registered	3092815
United States	GX	Pending	77/053786
United States	GX	Pending	77/053802
United States	EB5	Common law	

All of any Seller's present and future rights in and to the phrase "Choice Genetics," together with all goodwill associated therewith.

Software

Subject to the terms and conditions of the Software License, all of any Seller's present and future rights in and to the following software, together with all goodwill associated therewith:

1. Genetic Evaluation Servers (This series of programs defines the markers to be used in the Genetic Evaluation for each line, extracts trait information from the Data Warehouse, completes QC on the trait data, estimates Breeding Values for each animal, and outputs those EBVs along with updated estimates of the marker effects)\*
  - a. Genotype data preparation GX
  - b. Genotype data preparation for all other lines
  - c. Pre\_BLUP
  - d. MABLUP
  - e. Post\_BLUP
  - f. Generating Marker Effect Summaries
  
2. Allele Conversion (This series of programs is designed to ensure a standard allele definition for every marker and to load genotypes for use in the Genetic Evaluation)
  - a. Tables holding allele conversion (4)
  - b. Program to load allele conversions
  - c. Genotype Loader
  
3. Genotype QC (These programs analyze genotype information relative to pedigree information and identify inconsistencies or errors)
  
4. Quantitative Trait Loci Mapping (These programs were written to discover and fine-map QTL with densely-spaced markers in the GX line and other MCG lines, respectively)
  - a. Between-founder line segregation in the GX population
  - b. Within-line segregation in outbred MCG lines

Other intellectual property

All present and future rights of any Seller in and to:

1. Any other Intellectual Property used by the Business but not by other businesses of a Seller and owned or licensed by a Seller except for the Excluded Assets.
2. Any inventions, know-how, plans, methodologies, techniques, designs, research, data, and used in the Business but not by other businesses of a Seller, or developed primarily for the Business and available to the public but owned or licensed by a Seller.
3. Any goodwill associated with any of the foregoing.

All rights of any Seller to any of the items set forth under "Patent Applications," "Trademarks" and this "Other intellectual property" provided in international treaties and convention rights.

The right and power to assert, defend and recover title to any of the items set forth under "Patent Applications," "Trademarks" and this "Other intellectual property" to the extent held by any Seller at Closing.

All rights held by any Seller to sue for and recover damages for past, present and future infringement, misappropriation or other violation of any of the items set forth under "Patent Applications," "Trademarks" and this "Other intellectual property."