

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Granite Seed Company		04/30/2008	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Praesidian II SPV 1, LP		
<b>Street Address:</b>	419 Park Avenue South		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1968470	POLY-TAC	
<b>Registration Number:</b>	2907263	QUICKGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)735-8708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 735-8600		
<b>Email:</b>	khotte@morrisoncohen.com		
<b>Correspondent Name:</b>	Kiara L. Hotte, Esq.		
<b>Address Line 1:</b>	909 Third Avenue, 27th Fl		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	19346-009 (KHOTTE)		
<b>NAME OF SUBMITTER:</b>	Kiara L. Hotte		
<b>Signature:</b>	/khotte/ 19346-009		
<b>Date:</b>	04/30/2008		

CH \$65.00 1968470

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30<sup>th</sup> day of April, 2008, by Granite Seed Company, a Utah corporation ("Grantor"), in favor of Praesidian II SPV 1, LP, in its capacity as Agent for the Purchasers party to the Purchase Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantor, Seed Acquisition Corporation ("Holdings") and Grantee are parties to a certain Note Purchase Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Purchase Agreement") providing for the extensions of credit to be made to Grantor by Purchasers;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, Holdings and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Purchasers, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Purchase Agreement and Security Agreement. The Purchase Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Purchasers, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill


of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

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

GRANITE SEED COMPANY

By   
Its \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

PRAESIDIAN II SPV 1, LP, as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

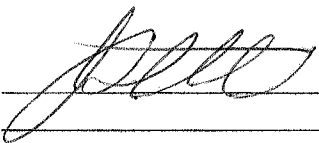
GRANITE SEED COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

PRAESIDIAN II SPV 1, LP, as Agent

By: Praesidian II SPV 1 GP, Inc.,  
its General Partner

By  \_\_\_\_\_  
Its \_\_\_\_\_

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
POLY-TAC	U.S. Trademark registration No. 1,968,470	registered April 16, 1996
Quickguard Sterile Triticale	U.S. Trademark Registration No. 2,907,263	registered November 30, 2004