

**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>
SEEDS 2000, INC.		03/19/2009	CORPORATION: NORTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALDINE SBIC FUND, L.P.		
<b>Street Address:</b>	30 West Monroe Street		
<b>Internal Address:</b>	Suite 1310		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2677547	SEEDS 2000	
Registration Number:	1859890	SEEDS 2000	
Registration Number:	2680574	WHERE THERE'S NO MIDDLEMAN BETWEEN OUR TECHNOLOGY AND YOUR SEED.	
Serial Number:	77614517	TECHNOLOGY IN YOUR SEED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)251-2897		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.368.4000		
<b>Email:</b>	ch.tm@dlapiper.com		
<b>Correspondent Name:</b>	Mark I. Feldman		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	366939-1 SEEDS-ALDINE		

**CH \$115.00 2677547**

**900129873**

**TRADEMARK**  
**REEL: 003956 FRAME: 0666**

NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/mark i feldman/
Date:	03/20/2009

**Total Attachments: 16**

source=Seeds 2000 - Aldine Security Agreement#page1.tif  
source=Seeds 2000 - Aldine Security Agreement#page2.tif  
source=Seeds 2000 - Aldine Security Agreement#page3.tif  
source=Seeds 2000 - Aldine Security Agreement#page4.tif  
source=Seeds 2000 - Aldine Security Agreement#page5.tif  
source=Seeds 2000 - Aldine Security Agreement#page6.tif  
source=Seeds 2000 - Aldine Security Agreement#page7.tif  
source=Seeds 2000 - Aldine Security Agreement#page8.tif  
source=Seeds 2000 - Aldine Security Agreement#page9.tif  
source=Seeds 2000 - Aldine Security Agreement#page10.tif  
source=Seeds 2000 - Aldine Security Agreement#page11.tif  
source=Seeds 2000 - Aldine Security Agreement#page12.tif  
source=Seeds 2000 - Aldine Security Agreement#page13.tif  
source=Seeds 2000 - Aldine Security Agreement#page14.tif  
source=Seeds 2000 - Aldine Security Agreement#page15.tif  
source=Seeds 2000 - Aldine Security Agreement#page16.tif

**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2009, by SEEDS 2000, INC., a North Dakota Corporation ("Grantor"), in favor of ALDINE SBIC FUND, L.P., a Delaware limited partnership ("Secured Party").

**RECITALS**

A. Grantor has entered into a Senior Subordinated Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Secured Party, pursuant to which Secured Party has agreed to make a loan to Grantor.

B. Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Secured Party to which obligations owed to the Secured Party are secured.

C. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
3. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
4. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
5. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
6. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any

EXECUTION COPY

patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

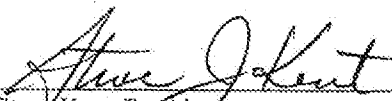
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR**

SEEDS 2000, INC., a North Dakota corporation

By:   
Steve Kent, President

Acknowledged:

ALDINE SBIC FUND, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR**

SEEDS 2000, INC., a North Dakota corporation

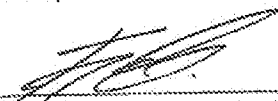
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

ALDINE SBIC FUND, L.P.

By: Aldine SBIC Partners, LLC, its general partner

By: Aldine Capital Partners, Inc., its Manager

By:   
\_\_\_\_\_  
Frank Cheswick, its Vice President

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

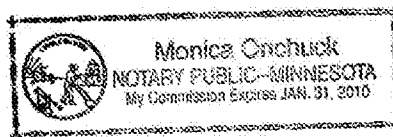
CENTRAL31194691.2

**TRADEMARK**  
**REEL: 003956 FRAME: 0671**

STATE OF Minnesota )  
 )  
COUNTY OF Wilkin ) ss

On this \_\_\_\_ day of March, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above indicated officer of SEEDS 2000, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the managers or similar governing of said entity.

Monica Onchuck  
Notary Public



SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT







**Licenses, Sublicenses and other Contracts to Use Third-Party Intellectual Property:**

THIRD PARTY LICENSOR	NAME OF AGREEMENT

CENTRAL31194691.2



THIRD PARTY LICENSOR	NAME OF AGREEMENT

Licenses, Sublicenses and Other Contracts Authorizing Third Parties to Use Seeds 2000 Intellectual Property

THIRD PARTY LICENSOR	NAME OF AGREEMENT

CENTRAL31194691.2

THIRD PARTY LICENSOR	NAME OF AGREEMENT

CENTRAL31194691.2

THIRD PARTY LICENSOR	NAME OF AGREEMENT

CENTRAL311946912







THIRD PARTY LICENSOR	NAME OF AGREEMENT

CENTRAL 131194691.2

SCHEDULE 2

to

**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents**

**Patent Applications**

**Patent Licenses**

CENTRAL/S1194691.2