

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ProSeeds Marketing, Inc.		08/06/2012	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Attn: Asset Based Lending
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85500467	FALCON
Serial Number:	85483128	TEAM PRO
Serial Number:	85488668	FARM PRO
Serial Number:	85119548	SOW EASY
Serial Number:	85488627	HOME PRO
Serial Number:	78924030	GAME PRO
Serial Number:	78924019	HOME PRO
Serial Number:	78363295	EARTHSENSE
Serial Number:	78353716	GREEN GUARD
Serial Number:	77713903	ALL PRO
Serial Number:	77655733	ECO THAW
Serial Number:	77658709	ULTRA ICEPROOF
Serial Number:	77658605	ULTRA NUTRI-PEL

OP \$615.00 85500467

Serial Number:	77952126	THINK GREEN NATURALLY
Serial Number:	77501787	BIRD PRO
Serial Number:	77470900	ULTRA WILDFLOWERS
Serial Number:	77470851	ULTRA LAWNPATCH
Serial Number:	77073610	LIFE-SUPPORT
Serial Number:	76541229	BLAST-OFF
Serial Number:	75257455	DOG PATCH
Serial Number:	75382436	AMTURF LAWN PATCH
Serial Number:	75183170	AMTURF
Serial Number:	73604876	AMTURF
Serial Number:	73683268	PROSEED

CORRESPONDENCE DATA

Fax Number: 2165665800
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 216-566-5776
Email: wendy.seifert@thompsonhine.com
Correspondent Name: David D. Thomas, Esq.
Address Line 1: 127 Public Square
Address Line 2: 3900 Key Center
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	066410.00113
NAME OF SUBMITTER:	David D. Thomas, Esq.
Signature:	/ddt/
Date:	08/08/2012

Total Attachments: 16

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TRADEMARK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 6th day of August, 2012 by PROSEEDS MARKETING, INC., an Oregon corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

1. Recitals.

Pledgor and each other Borrowing Group Member, as defined in the Credit Agreement, as hereinafter defined (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of August 6, 2012, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that Borrowers obtain from Lender the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, provided for in the Credit Agreement.

Pledgor understands that Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Borrowers by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and

confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to Lender (or an affiliate of Lender) pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of Borrowers or any other Credit Party pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees, payable pursuant to the Credit Agreement or any other Loan Document, and all fees and charges in connection with the Letters of Credit; (d) all obligations and liabilities of any Company now existing or hereafter incurred under, arising out of, or in connection with any Hedge Agreement with Lender (or an affiliate of Lender); (e) every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Company, and includes, without limitation, every liability, whether owing by only one Borrower or by a Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender (or such affiliate) or acquired by Lender (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Lender (or such affiliate) in whole or in part; and (f) all Related Expenses.

“U.C.C.” means the Uniform Commercial Code, as in effect from time to time in the State of Ohio.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Pledgor expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.3. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in

defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, do so in Pledgor's name or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions

of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

18. Maximum Liability of Pledgor and Rights of Contribution. Anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Obligations secured by this Agreement by Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Borrowers) would not render the rights to payment of Lender hereunder void, voidable or avoidable under any applicable fraudulent transfer law. Pledgor hereby agrees that, in connection with the payments made hereunder, Pledgor shall have a right of contribution from other Obligor, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Obligations have been irrevocably paid in full, and Pledgor shall not exercise any such contribution rights until the Obligations have been irrevocably paid in full.

19. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address of Pledgor specified on the signature pages of the Credit Agreement, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case with telephonic confirmation of receipt, except that notices from Pledgor to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

25. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

26. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.

27. **ORAL AGREEMENTS. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY ANY BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.**

28. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this

Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWERS, PLEDGOR AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

PROSEEDS MARKETING, INC.

By: _____


Richard W. Olson
President

SCHEDULE 1

See attached.

Select from the Records matching: "proseeds"

9500128 Alkaligrass, weeping, **Salty** , ProSeeds Marketing, Inc.

8200187 Bluegrass, kentucky, **Georgetown** , ProSeeds Marketing, Inc.

9600228 Bluegrass, kentucky, **Princeton P-105** , ProSeeds Marketing, Inc.

9700285 Bluegrass, kentucky, **Dragon** , ProSeeds Marketing, Inc.

8900288 Bluegrass, rough, **Laser** , ProSeeds Marketing, Inc.

200300309 Fescue, chewings, **Ambrose** , ProSeeds Marketing, Inc.

8200168 Fescue, hard, **Reliant** , ProSeeds Marketing, Inc.

200400227 Fescue, hard, **Viking** , ProSeeds Marketing, Inc.

8800235 Fescue, tall, **Tribute** , ProSeeds Marketing, Inc.

9100066 Fescue, tall, **Finelawn 88** , ProSeeds Marketing, Inc.

9100153 Fescue, tall, **Cambridge** , ProSeeds Marketing, Inc.

200200018 Fescue, tall, **Finelawn Elite** , ProSeeds Marketing, Inc.

200400226 Fescue, tall, **Five Point** , ProSeeds Marketing, Inc.

8200177 Ryegrass, perennial, **Prelude** , ProSeeds Marketing, Inc.

8400148 Ryegrass, perennial, **Repell** , ProSeeds Marketing, Inc.

8800229 Ryegrass, perennial, **Amazon** , ProSeeds Marketing, Inc.

9100260 Ryegrass, perennial, **Boardwalk** , ProSeeds Marketing, Inc.

9100261 Ryegrass, perennial, **Elegance** , ProSeeds Marketing, Inc.

9200210 Ryegrass, perennial, **Prelude II** , ProSeeds Marketing, Inc.

9200211 Ryegrass, perennial, **Repell II** , ProSeeds Marketing, Inc.

9200212 Ryegrass, perennial, **Yorktown III** , ProSeeds Marketing, Inc.

9600306 Ryegrass, perennial, **Imagine** , ProSeeds Marketing, Inc.

9600330 Ryegrass, perennial, **Vivid** , ProSeeds Marketing, Inc.

9700359 Ryegrass, perennial, **Prelude III** , ProSeeds Marketing, Inc.

9700360 Ryegrass, perennial, **Repell III** , ProSeeds Marketing, Inc.

9700366 Ryegrass, perennial, **Pennant II** , ProSeeds Marketing, Inc.

9800151 Ryegrass, perennial, **Stallion Supreme** , ProSeeds Marketing, Inc.

9800345 Ryegrass, perennial, **Panther** , ProSeeds Marketing, Inc.

9900352 Ryegrass, perennial, **Phantom** , ProSeeds Marketing, Inc.

200200019 Ryegrass, perennial, **Somerville** , ProSeeds Marketing, Inc.

200500244 Ryegrass, perennial, **Sunkissed** , ProSeeds Marketing, Inc.

Plant Variety Protection Office

USDA-AMS, Beltsville , MD

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Trademarks > Trademark Electronic Search System (TESS)

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Please logout when you are done to release system resources allocated for you.

List At: OR to record:

61 Records(s) found (This page: 1 ~ 61)

Refine Search ProSeeds[ON]

Current Search: S4: ProSeeds[ON] docs: 61 occ: 64

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	85396882		EASY SOW	TARR	LIVE
2	85187162		FINELAWN TURF-TYPE TALL FESCUE	TARR	DEAD
3	85500467		FALCON	TARR	LIVE
4	85483128		TEAM PRO	TARR	LIVE
5	85286626		WATER GUARD	TARR	DEAD
6	85488668		FARM PRO	TARR	LIVE
7	85583905		ECO PAW	TARR	LIVE
8	85187210		CARE FREE TALL FESCUE H2O	TARR	DEAD
9	85119548		SOW EASY	TARR	LIVE
10	85248779		TORPEDO RADISH	TARR	LIVE
11	85406673		SO EASY	TARR	LIVE
12	85071367		ULTRA LAWNPATCH NEXTGEN	TARR	DEAD
13	85185020		FALCON TURF TYPE TALL FESCUE H2O	TARR	DEAD
14	85425939		ROYAL-TEE	TARR	LIVE
15	85406672		SOW FAST	TARR	LIVE
16	85333137		GROW HEALTHY	TARR	LIVE
17	85184967		H2O	TARR	LIVE
18	85488627		HOME PRO	TARR	LIVE
19	85191661		ENVIRO WHITE	TARR	LIVE
20	85335388		DOUBLE PLAY TURF - TYPE TETRAPLOID RYEGRASS	TARR	LIVE
21	85334876		DOUBLE UP TURF - TYPE TETRAPLOID RYEGRASS	TARR	LIVE
22	85333142		STORMGUARD	TARR	LIVE
23	85122716		SOW GREEN	TARR	LIVE

24	85191683		DOUBLE TIME RYEGRASS	TARR	LIVE
25	85400600		SS	TARR	LIVE
26	78924030	3730145	GAME PRO	TARR	LIVE
27	78924019	3621063	HOME PRO	TARR	LIVE
28	78878837		WATER-LESS	TARR	DEAD
29	78877560		FARM PRO FORAGE SEED TOP QUALITY ALFALFA FARM PROVEN BRED FOR TOP PERFORMANCE FARM PRO ALFALFA SEED CENTRAL FARM AND GARDEN, INC. WOOSTER, OHIO NET WT. 50 LBS./22.7 KG	TARR	DEAD
30	78363295	3220500	EARTHSENSE	TARR	LIVE
31	78353716	3242849	GREEN GUARD	TARR	LIVE
32	78324005		STF	TARR	DEAD
33	78311474		HOUSE OF BLUES	TARR	DEAD
34	77713903	3705094	ALL PRO	TARR	LIVE
35	77655733	4118894	ECO THAW	TARR	LIVE
36	77658709	3869061	ULTRA ICEPROOF	TARR	LIVE
37	77658605	3848490	ULTRA NUTRI-PEL	TARR	LIVE
38	77960419		DOUBLE TIME	TARR	DEAD
39	77952151		ENVIRO WHITE	TARR	DEAD
40	77952126	3918842	THINK GREEN NATURALLY	TARR	LIVE
41	77921813		WATER MISER	TARR	DEAD
42	77501787	3644750	BIRD PRO	TARR	LIVE
43	77470900	3778744	ULTRA WILDFLOWERS	TARR	LIVE
44	77470851	3850553	ULTRA LAWNPATCH	TARR	LIVE
45	77440668		ECO SENSE	TARR	LIVE
46	77470976		WATER SENSE	TARR	DEAD
47	77470944		ECO SMART	TARR	DEAD
48	77073610	3305887	LIFE-SUPPORT	TARR	LIVE
49	76541229	3068678	BLAST-OFF	TARR	LIVE
50	76541228		GLS	TARR	DEAD
51	75257455	2269486	DOG PATCH	TARR	LIVE
52	75382436	2308303	AMTURF LAWN PATCH	TARR	LIVE
53	75183170	2145480	AMTURF	TARR	LIVE
54	75323981	2167698	MONOSUN	TARR	DEAD
55	75196604		ROYAL-TEE	TARR	DEAD
56	75027061	2006368	CAMPER'S BUDDY	TARR	DEAD
57	74298477	1801343	ENVIROFABRIC	TARR	DEAD
58	74130873		ENVIROFABRIC	TARR	DEAD
59	74127279	1695507	FLOWER FABRIC	TARR	DEAD
60	73604876	1452412	AMTURF	TARR	LIVE
61	73683268	1644563	PROSEED	TARR	LIVE

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EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF AUGUST 6, 2012, EXECUTED BY PROSEEDS MARKETING, INC., AN OREGON CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, PROSEEDS MARKETING, INC., an Oregon corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of August 6, 2012 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors

and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on August 6, 2012.

PROSEEDS MARKETING, INC.

By: _____
Name: _____
Title: _____