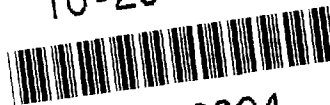


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AgriBio Tech, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: J. R. Simplot Company

Internal

Address: Suite 1300

Street Address: 999 Main Street

City: Boise State: ID Zip: 83702

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Nevada Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 31, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1746542, 0592059

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christine E. Nicholas

Internal Address: J. R. Simplot Company

Suite 1300

Street Address: 999 Main Street

City: Boise State: ID Zip: 83702

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine E. Nicholas

Name of Person Signing

Signature

10-25-01

Date

27

Total number of pages including cover sheet, attachments, and document:

10/26/2001 JJALLAH2 00000008 1746542

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:482 25.00 OP

TRADEMARK REEL: 2389 FRAME: 0725

ASSIGNMENT OF INTANGIBLE PROPERTY

AgriBioTech, Inc., a Nevada corporation and Debtor and Debtor-In-Possession (the "Assignor") under Case No. BK-SO-10533-LBR in the United States Bankruptcy Court for the District of Nevada, Southern Division, is executing this Assignment of Intangible Property (the "Assignment") in favor of J.R. Simplot Company, a Nevada corporation ("Assignee"), with respect to the following facts and circumstances:

(A) Assignor and Assignee, have heretofore entered into that certain Asset Purchase Agreement dated May 21, 2000, as modified and amended by that certain Amendment to Asset Purchase Agreement dated June 15, 2000 (collectively, the "Agreement"), by and among Assignor, on the one hand, and Assignee, KRB Seed Company, LLC, a North Carolina limited liability company, and Proseeds Marketing, Inc., a corporation, on the other. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor, Assignee and the other parties to the Agreement are consummating the transactions contemplated by the Agreement. Pursuant to Section 3.3.3 of the Agreement, Assignor is required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to all of intellectual property and other intangible property identified on **Schedule 1** attached hereto and incorporated herein by this reference. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement, the acknowledgement and disclaimer set forth in Section 7 thereof, and the provisions of Section 9.23 of the Agreement).

In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and

reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

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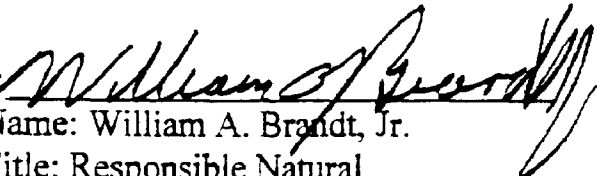
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31st IN WITNESS WHEREOF, Assignor has executed this Assignment as of the
of July, 2000.

ASSIGNOR:

AgriBioTech, Inc., a Nevada corporation
and Debtor and Debtor-In-Possession

By: 
Name: William A. Brandt, Jr.
Title: Responsible Natural
Person