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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨⇨⇨ ▼

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):
U.S. BANK NATIONAL ASSOCIATION

- ☐ 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: **NC + HYBRIDS COOPERATIVE**
Internal Address: **P.O. BOX 4408**
Street Address: **3820 NO 56TH ST**
City: **LINCOLN** State: **NE** Zip: **68504**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State
- ☐ 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 **RELEASE**

Execution Date: **04/14/2006**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,356,416 1,955,646 1,958,329 1,961,382 0,784,609 1,921,297

Additional number(s) attached ☐ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **US BANK NA**
Internal Address: **BRIANA K. BUSS**
P.O. BOX 3487
OSHKOSH, WI 54903-3487
Street Address: **400 CITY CENTER**
City: **OSHKOSH** State: **WI** Zip: **54903-3487**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41).....$ **165.00**

- ☑ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Assistant Commercial Officer

Name of Person Signing	Signature	Date
PHYLLIS A. FRYMAN	Phyllis A. Fryman	**04/14/2006**

Total number of pages including cover sheet, attachments, and document: **14**

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

4-24-06

8-16-01

08-24-2001

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Form PTO-1594 R
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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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.

OIPE APR 2 4 2006 PATENT & TRADEMARK OFFICE

1. Name of conveying party(ies):

NC+ Hybrids Cooperative

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Nebraska
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address: _____

Street Address: 233 South 13th Street

City: Lincoln State: NE Zip: 68508

- ☐ Individual(s) citizenship _____
- ☒ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ 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 30, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,356,416

Additional number(s) attached ☒ Yes ☐ No

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

Name: Stephen H. Nelsen

Internal Address: _____

Street Address: 1900 U.S. Bank Building
233 South 13th Street

City: Lincoln State: NE Zip: 68508

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....$ 165.00

- ☒ 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.

Stephen H. Nelsen — Name of Person Signing

Signature

8-16-2001 — Date

Total number of pages including cover sheet, attachments, and document: 8

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

Continuation of Question No. 4

Trademark Registration No.(s):

1,958,329
1,961,382
0,784,609
1,921,297
1,955,646

TRADEMARK ASSIGNMENT FOR SECURITY

This Trademark Assignment for Security ("Agreement") is made this 30th day of July, 2001, between NC+ Hybrids Cooperative, a Nebraska cooperative corporation, having a mailing address at 3820 North 56th Street, P.O. Box 4408, Lincoln, Nebraska 68504 ("Assignor") and U.S. Bank National Association, having a mailing address at 233 South 13th Street, Lincoln, Nebraska 68508 ("Lender").

WITNESSETH

WHEREAS, Assignor and Lender have made and entered into a Loan Agreement for Revolving Credit Facility, Supplemental Revolving Credit Facility, Term Loan Credit Facility, and Standby Letter of Credit Facility dated July 30, 2001 (as amended from time to time, the "Loan Agreement"); and

WHEREAS, as a condition of the Loan Agreement, Assignor has agreed to assign certain trademark rights to Lender.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants and assigns to Lender a security interest in, and mortgage on the trademarks listed in Exhibit "A" hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), together with the goodwill and other assets of Assignor critical to the use and value of the trademarks, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Trademarks") to secure the prompt payment, performance and observance of the Obligations.

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, after due diligence and reasonable investigation, each of the Trademarks is valid and enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sales) of which it is aware;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Assignor not to sue third persons; and

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Trademarks might not be declared invalid if challenged in court.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or become entitled to the benefit of any trademark application for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Exhibit "A" to include any future trademarks and trademark applications which are Trademarks under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Assignor shall have the exclusive, nontransferable right and license to make, have made, use, sell and do business using the Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 6, without the prior written consent of Lender.

7. If any Event of Default shall have occurred and be continuing, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Nebraska or elsewhere, the whole or from time to time any part of the Trademarks or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Lender may, to the extent

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permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Obligations, Lender shall execute and deliver to Assignor all bills of sale, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement 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, preserving Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

10. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on untrademarked but trademarkable items and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

11. No course of dealing between Assignor 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 the Loan Agreement 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.

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. 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.

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14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Nebraska.

WITNESS the execution hereof under seal the day and year first above written.

NC+ HYBRIDS COOPERATIVE, a
Nebraska cooperative corporation

By: _____
Larry L. Schuett, President

By: _____
Craig Duff, Director of Finance

U.S. BANK NATIONAL ASSOCIATION

By: _____
Daniel S. Black
Senior Vice President

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Certificate of Acknowledgment

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of July, 2001, personally appeared Larry L. Schuett and Craig Duff to me known personally, and who, being by me duly sworn, deposes and says that they are respectively the President and Director of Finance of NC+ Hybrids Cooperative, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Larry L. Schuett and Craig Duff acknowledged said instrument to be the free act and deed of said corporation.

GENERAL NOTARY-State of Nebraska
DORENE CASEY
My Comm. Exp. Feb. 1, 2005

Dorene Casey
Notary Public

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EXHIBIT "A"

Mark	Application Serial Number, Registration No.	Status
Nutri-Cane	74/515369 2,356,416	Registered: 6/13/2000
NC+	74-522878 1,958,329	Registered: 2/27/1996
NC+ HYBRIDS	74-515265 1,961,382	Registered: 3/12/1996
NC+	72170548 0784609	Registered: 2/9/65
Sweetleaf	74519291 1921297	Registered: 9/19/95
America's Down To Earth Seed Company	74515272 1955646	Registered: 2/13/96

394881.1

RELEASE OF TRADEMARK ASSIGNMENT FOR SECURITY

THIS RELEASE dated as of **April 14, 2006** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain TRADEMARK ASSIGNMENT FOR SECURITY, dated as of **July 30, 2001** and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among **NC + HYBRIDS COOPERATIVE**, (the "Debtor") and the Secured Party;

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set froth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **NC + HYBRIDS COOPERATIVE**, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Intellectual Property Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

U.S. Bank National Association

Phyllis A. Fryman, Assistant Commercial Officer

STATE OF WISCONSIN)SS.
COUNTY OF WINNEBAGO)

On this April 14, 2006, before me appeared Phyllis A. Fryman to me personally known, who being by me duly sworn did say that he/she is Assistant Commercial Officer of U.S. Bank National Association, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors: and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

Timothy F Demers, Notary Public
My term expires: 05/06/07

Customer: #1735043105 Cost Center: #0001895