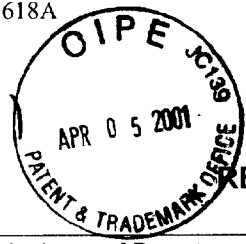


DS

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

06-28-2001

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101765097

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

4.5.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # 101673971
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year  
03 28 2001

Conveying Party

Mark if additional names of conveying parties attached

Name Agway, Inc. Execution Date  
Month Day Year 03 28 2001

Formerly  75766420

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation, as Agent

DBA/AKA/TA

Composed of

Address (line 1) 800 Connecticut Avenue, 2 North

Address (line 2)

Address (line 3) Norwalk City Connecticut State/Country 06854 Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization New York

FOR OFFICE USE ONLY

06/29/2001 JJALLAH 00000004 75766420

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2500.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002317 FRAME: 0388

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75766420"/>	<input type="text" value="75803201"/>	<input type="text" value="75501472"/>
<input type="text" value="75778939"/>	<input type="text" value="75742067"/>	<input type="text" value="75706268"/>
<input type="text" value="75811952"/>	<input type="text" value="76069305"/>	<input type="text" value="75741499"/>

<input type="text" value="1138915"/>	<input type="text" value="1478073"/>	<input type="text" value="807289"/>
<input type="text" value="1548604"/>	<input type="text" value="1396539"/>	<input type="text" value="807910"/>
<input type="text" value="778628"/>	<input type="text" value="798187"/>	<input type="text" value="808210"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Melissa Lopes

*Melissa Lopes*

7/4/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

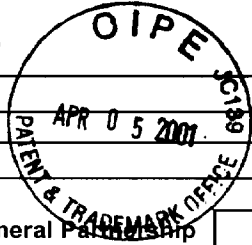


Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization



**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

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Zip Code

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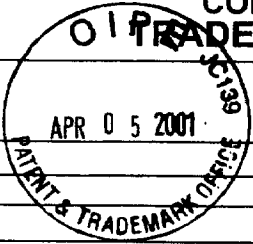
**Trademark Application Number(s)**

75666390	75746053	
76109646	75799193	
75778354	76162413	
75378995	75817679	
75428424	75816515	
75796825		
75501471		

**Registration Number(s)**

808227	823866	1366044
808228	823961	1420422
808749	858802	1672790
813726	858931	1847932
816100	858934	1676105
818977	859059	1362676
822470	859518	1357550

RECORDATION FORM COVER SHEET  
CONTINUATION  
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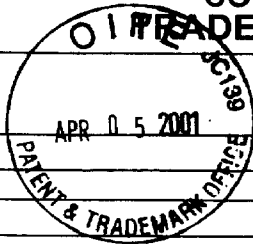
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1358791	643675	1672726
971004	1988271	724012
1903220	1672293	1024804
2076087	1498034	2021320
2051294	1690408	2413188
1360047	1538360	829193
1360046	1540747	825391

**RECORDATION FORM COVER SHEET  
CONTINUATION  
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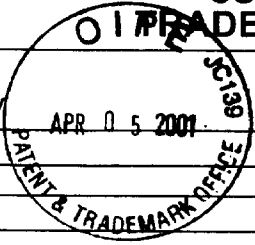
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2200004	1828480	1835694
2099817	1439405	1964071
1668722	1622533	1689714
1806379	1361008	1641822
1792901	1657307	1597720
1662675	877305	1477086
1176722	746807	920443

**RECORDATION FORM COVER SHEET  
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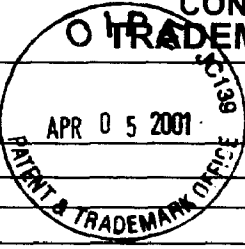
**Trademark Application Number(s)**

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1718522	1903894	1448763
1598004	1267511	1132812
1889540	829871	733641
1036935	1554740	1513321
1641278	1516596	688182
2392725	1555798	2267034
1463974	1491778	1065401

RECORDATION FORM COVER SHEET



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Registration Number(s)

972970	788943	934791
1405186	1034971	1170892
990586	1188858	1862679
873162	1593706	2287962
1046969	801175	882306
1597724	1640717	837427
1596719	2200381	1341499

RECORDATION FORM COVER SHEET  
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Other

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Address (line 3)     
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Registration Number(s)

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1511241	1486386	1632706
1536731	2274786	712670
1588168	1537821	2404862
2315559	733152	1963682
1339539	1038259	
1487757	1294774	
2287901	1606745	





**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2001, is made by Agway, Inc., a Delaware corporation ("Agway"), Agway Holdings Inc., a Delaware corporation ("AHI"), Agway Financial Corporation, a Delaware corporation ("AFC"), Feed Commodities International LLC, a limited liability company organized under the laws of the state of Delaware ("FCI"), Milford Fertilizer Company LLC, a limited liability company organized under the laws of the state of Delaware ("MFC"), Brubaker Agronomic Consulting Service LLC, a limited liability company organized under the laws of the state of Delaware ("BACS"), Agway General Agency, Inc. a New York corporation ("AGA"), Country Best Adams, LLC, a limited liability company organized under the laws of the state of Delaware ("CBA"), Country Best-Deberry LLC, a limited liability company organized under the laws of the state of Delaware ("CBD"), Agway Energy Products LLC, a limited liability company organized under the laws of the state of Delaware ("AEP"), Agway Energy Services-PA, Inc., a Delaware corporation ("AESPA"), and Agway Energy Services, Inc., a Delaware corporation ("AES"); (Agway, AHI, AFC, FCI, MFC, BACS, AGA, CBA, CBD, AEP, AESPA and AES are, together, "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

WHEREAS, Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby

pledges and grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Agent, on behalf of itself and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of such Grantor's business may become abandoned, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Within 45 days after the end of each Fiscal Quarter, Grantors shall provide Agent a list of any applications for the registration of any Patent, Trademark or Copyright filed by any Credit Party with the United States Patent and Trademark Office, The United States Copyright Office or any similar office or agency in the prior Fiscal Quarter, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks or Copyrights (now or hereafter existing) material to the operation of such Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AGWAY, INC.  
AGWAY HOLDINGS INC.  
AGWAY FINANCIAL CORPORATION  
FEED COMMODITIES INTERNATIONAL LLC  
MILFORD FERTILIZER COMPANY LLC  
BRUBAKER AGRONOMIC CONSULTING SERVICE LLC  
COUNTRY BEST-DEBERRY LLC  
AGWAY ENERGY PRODUCTS LLC  
AGWAY ENERGY SERVICES-PA, INC.  
AGWAY ENERGY SERVICES, INC.**

By: Karen J. Ohliger  
Name: Karen J. Ohliger  
Title: Treasurer

**AGWAY GENERAL AGENCY, INC.  
COUNTRY BEST ADAMS, LLC**

By: Karen J. Ohliger  
Name: Karen J. Ohliger  
Title: Asst. Treasurer

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: Pieter Smit  
Name: Pieter Smit  
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vasas  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY HOLDINGS INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vasas  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY FINANCIAL CORPORATION, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Hayes  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FEED COMMODITIES INTERNATIONAL LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Hayes  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut,

COUNTY OF Fairfield)

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MILFORD FERTILIZER COMPANY LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vasas  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut,

COUNTY OF Fairfield)

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BRUBAKER AGRONOMIC CONSULTING SERVICE LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vasas  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**



ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY GENERAL AGENCY, INC. who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vasas  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COUNTRY BEST ADAMS, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vasas  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COUNTRY BEST-DEBERRY LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vras  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY ENERGY PRODUCTS LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vras  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY ENERGY SERVICES-PA, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vasas  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 27<sup>th</sup> day of March, 2001 before me personally appeared Karen Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY ENERGY SERVICES, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Marianne F. Vasas  
Notary Public

{seal}

**My Commission Exp. Jan. 31, 2005**



SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY, INC.

I. PATENT REGISTRATIONS

U.S. Patent No. 6,165,529 Issued December 26, 2000	Process for Preserving Fresh Produce and Coating Composition Therefor (PVOH)
Canadian Patent No. 1,225,273 Issued February 23, 1988	Formulating dairy cow rations to optimize milk production

II. PATENT APPLICATIONS

U.S. Patent Application Serial No. 09/505,236 Filed February 16, 2000	Preserving Fresh Produce (CMC)
U.S. Patent Application Serial No. 09/516,957	Feed stock for ruminants with controlled- release non-protein nitrogen
Patent Cooperation Treaty ("PCT") Request (U.S. Patent Application Serial No. 09/516,957)	Feed stock for ruminants with controlled- release non-protein nitrogen
U.S. Patent Application Serial No. 09/527,374 Filed March 16, 2000	Controlled Release Urea Based Products - Continuation-in part
U.S. Patent Application Serial No. 09/286,931 Filed April 6, 1999	Controlled Release Urea-Based Products
Chinese Patent Application No. 00106435.5	Controlled Release Urea Based Products (Alkyd)
European Patent Application No. 00107226.3	Controlled Released Urea-Based Products
India Patent Application No. 09/286,931	Controlled Released Urea-Based Products

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY, INC. – CONTINUED**

Japan Patent Application No.                      Controlled Released Urea-Based Products  
104950/2000

New Zealand Patent Application                  Controlled Released Urea-Based Products  
No. 503624

III.    PATENT LICENSES

License Agreement between Agway, Inc. and Planet Polymer Technologies, Inc.  
dated November 14, 2000.

License Agreement dated November 12, 1998 by and between Agway Consumer  
Products, Inc. and Planet Polymer.

Fertilizer License Agreement dated August 16, 1999 by and between Agway  
Consumer Products, Inc. and Planet Polymer Technologies, Inc. and Amendment  
No. 1 dated August 31, 1999 recognizing merger of Agway Consumer Products,  
Inc. into Agway, Inc.

Sub-Agreement to License Agreement (Animal Feed) dated March 1, 2000 by and  
between Agway, Inc. and Planet Polymer Technologies, Inc.

Sub-Agreement to License Agreement (Fruits, Vegetables, Etc.) dated March 1,  
2001 by and between Agway, Inc. and Planet Polymer Technologies, Inc.

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY HOLDINGS INC.**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY FINANCIAL CORPORATION**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS -- None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**FEED COMMODITIES INTERNATIONAL LLC**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None



SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**MILFORD FERTILIZER COMPANY LLC**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
**BRUBAKER AGRONOMIC CONSULTING SERVICE LLC**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY GENERAL AGENCY, INC.**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**COUNTRY BEST ADAMS, LLC**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**COUNTRY BEST-DEBERRY LLC**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY PRODUCTS LLC**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY SERVICES-PA, INC.**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY SERVICES, INC.**

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None





SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY, INC.

I. TRADEMARK REGISTRATIONS

See list attached for all registered trademarks and pending applications for trademarks. Any trademarks deleted on the attached list have been discontinued or sold.

II. TRADEMARK APPLICATIONS

See list attached for pending applications for trademarks.

III. TRADEMARK LICENSES

Royalty Agreement dated July 1, 1998 between Agway, Inc. and Agway Holdings, Inc. for use of certain trademarks by Agway Energy Products LLC.

Royalty Agreement dated July 1, 1998 between Agway, Inc. and Agway Holdings, Inc. for use of certain trademarks by Telmark LLC.

License Agreement dated July 31, 2000 between Agway, Inc. and Southern States Cooperative, Incorporated and Addendum to License Agreement dated September 18, 2000.

Trademark License Agreement between Agway, Inc. and Country Best Adams, LLC dated August 6, 1997.

YieldGard ® Corn License and Seed Services Agreement dated December 2, 1997 between Agway, Inc. and Monsanto Company.

Roundup Ready ® Corn License and Seed Services Agreement dated December 2, 1997 between Agway, Inc. and Monsanto Company.

Roundup Ready ® Soybean License and Seed Services Agreement dated December 2, 1997 between Agway, Inc. and Monsanto Company.

Licensee Incentive Agreement dated December 2, 1997 between Agway Inc. and Monsanto Company.

Agway, inc.

Trademark Report by Country  
Status: ACTIVE

Printed: 01/11/2001 Page 1

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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~~BERMUDA~~

<del>11420.0050-BY</del>	<del>HERITAGE</del>	<del>11/05/1999</del>	<del>764,637</del>	<del>11/05/1999</del>	<del>487,681</del>	<del>REGISTERED</del>	<del>07, 09, 12</del>
	<del>07 - Machines &amp; machine tools; electrical app. &amp; engines</del>						
	<del>09 - See above</del>						
	<del>12 - See above</del>						

BERMUDA

T00384BMO	AGWAY	10/05/1967	5739	10/05/1967	5739	REGISTERED	46
	46 - Dry beans, cooked beans, bread, pastry and pancake flour, cake mixes, frozen and canned vegetables, frozen and canned fruits and fruit juices, molasses, bran cereal, cereal grain, fresh, frozen and powdered eggs, cooked eggs packed in tubes, dog and cat foods, dairy feeds, and salt cake						

CANADA

11420.0089-CA	BIRDSNACK	04/30/1991	681,115	03/20/1992	396,081	REGISTERED	
11420.0006-CA	COUNTRY BEST	01/16/1977	294,456	08/04/1967	152,407	REGISTERED	N/A
	N/A - For fresh fruit, namely, apples, peaches, pears, nectarines and plums; potatoes, fresh eggs and egg products; dried beans, breakfast cereals and flour						
11420.0038-CA	FEATHERED FRIEND	05/23/1989	632,804	03/15/1991	381,569	REGISTERED	N/A
	N/A - Bird food						
11420.0037-CA	FEATHERED FRIEND and design	05/23/1989	632,785	03/08/1991	381,153	REGISTERED	N/A
	N/A - Bird food and bird feeders						
11420.0091-CA	FINCH DELIGHT	04/30/1991	681,113	06/12/1992	399,213	REGISTERED	N/A
	N/A - Bird food						
11420.0090-CA	FLYERS' CHOICE	04/30/1991	681,114	07/31/1992	400,894	REGISTERED	
11420.0114-CA	RESPOND	09/01/1992	712,077	07/16/1997	478,583	REGISTERED	N/A
	N/A - Horse feed						

~~CHILE~~

<del>11420.0134-CL</del>	<del>L'L RED</del>	<del>09/09/1994</del>	<del>295,266</del>	<del>08/04/1995</del>	<del>449,769</del>	<del>REGISTERED</del>	<del>N/A</del>
	<del>N/A - Pet food</del>						

DELAWARE

T00011D10	MICRO MIX	02/19/1986	0016933	02/19/1986	0016933	REGISTERED	42
	42 - Fertilizer micronutrient package						
T00450D10	N-SUL 32	02/19/1986	0016935	02/19/1986	0016935	REGISTERED	42
	42 - Nitrogen/sulphur liquid fertilizer						
T00461D10	N-SUL 33	02/19/1986	0016934	02/19/1986	0016934	REGISTERED	42
	42 - Nitrogen/sulphur liquid fertilizer						
T00502D10	POLY-SUL 47	02/19/1986	0016932	02/19/1986	0016932	REGISTERED	42
	42 - Nitrogen/phosphorous/sulphur liquid fertilizer						

IRELAND

11420.0106-IE	BIRDSNACK	08/11/1992	4377/92	08/11/1992	8152561	REGISTERED	31
	31 - Bird food						
11420.0109-IE	FLYERS' CHOICE	08/11/1992	92/4375	08/11/1992	149423	REGISTERED	

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>MEXICO</b>							
11420.0232-MX	AGWAY					MAILED	05
	05 - ANIMAL FEED ADDITIVE FOR USE AS A NUTRITIONAL SUPPLEMENT						
11420.0234-MX	Miscellaneous design (CPG Nutrients)					MAILED	05
	05 - ANIMAL FEED ADDITIVE FOR USE AS A NUTRITIONAL SUPPLEMENT						
11420.0233-MX	OPTIGEN					MAILED	05
	05 - ANIMAL FEED ADDITIVE FOR USE AS A NUTRITIONAL SUPPLEMENT						
<b>NEW YORK</b>							
11420.0197-N6	EMPIRE SWEETS - HOW SWEET THEY ARE!			10/27/1997	R 28792	REGISTERED	
11420.0198-N6	EMPIRE SWEETS EMPIRE SWEET ONIONS			10/11/1996	R 28441	REGISTERED	
<b>PANAMA</b>							
11420.0006-PA	AGWAY	11/13/1979	079464	11/13/1979	079464	REGISTERED	31
	31 - Dry beans, cereal grain, dog and cat foods, bran cereal						
<b>UNITED KINGDOM</b>							
11420.0105-GB	FEATHERED FRIEND	07/15/1992	1506709	07/15/1992	B1 506 709	REGISTERED	31
	31 - BIRD FOOD						
11420.0112-GB	FINCH DELIGHT	08/14/1992	1509678	08/14/1992	B1 509 678	REGISTERED	31
	31 - Bird food						
11420.0113-GB	FLYERS' CHOICE	08/14/1992	1509680	08/14/1992	B 1 509 680	REGISTERED	31
	31 - Bird food						
<b>UNITED STATES</b>							
T00380US0	AGRI-CARE	06/12/1978	174,103	08/19/1980	1,138,915	REGISTERED	36
	36 - Services comprising providing groups life and health insurances						
T00381US0	AGRI-LEAD	03/11/1988	716,970	07/18/1989	1,548,604	REGISTERED	36,37
	36 - Agricultural and commercial building leasing services						
	37 - Leasing equipment and machinery for agricultural and commercial use						
T00382US0	AGRI-LEASE	10/13/1964	000,000	10/13/1964	778,628	REGISTERED	100
	100 - Leasing service of buildings, machinery and equipment for use generally in the agricultural field						
T00382US1	AGRI-LEASE	12/29/1986	637,667	02/23/1988	1,478,073	REGISTERED	42
	42 - Leasing of Capital Equipment, Leasing of Agricultural Machinery, Buildings and Equipment						
T00383US0	AGRI-PLAN	04/15/1985	532,479	06/10/1986	1,396,539	REGISTERED	09,41
	09 - Computer programs dealing with farm management						
	41 - Educational services - namely, training users in the operation of on-farm computer systems						
T00384US0	AGWAY	04/30/1964	192,365	10/26/1965	793,187	REGISTERED	100
	100 - Business counselling for farmers, architectural design services for farmers, and counselling in the feeding and management of dairies and poultry						
T00384US1	AGWAY	07/28/1965	224,367	04/19/1966	807,289	REGISTERED	38
	33 - Handbooks and guides for users of fertilizer, seed, sprays and dusts, etc.						
T00384US2	AGWAY	04/30/1964	192,368	05/03/1966	807,910	REGISTERED	103
	103 - Building construction, farm equipment installation, electrical installation, service and repair on water systems, oil burner service, etc.						

TRADEMARK

REEL: 002317 FRAME: 0422

Trademark Report by Country

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
T00384US3	AGWAY	04/30/1964	192,366	05/10/1966	808,210	REGISTERED	100
	100 - Fertilizer and lime spreading services and feed grinding and mixing services						
T00384US4	AGWAY	04/30/1964	192,369	05/10/1966	808,227	REGISTERED	105
	105 - Farm delivery service of feed, fertilizer, seed, pesticides and miscellaneous farm supplies, etc.						
T00384US5	AGWAY	04/30/1964	192,370	05/10/1966	808,228	REGISTERED	106
	106 - Legume inoculation and seed treatment						
T00384US6	AGWAY	07/28/1965	224,365	05/24/1966	808,749	REGISTERED	10
	10 - Lawn fertilizer, garden fertilizer, fertilizer ingredients, plant foods, mulches, composts, etc.						
T00384US7	AGWAY	07/28/1965	224,363	08/30/1966	813,726	REGISTERED	01
	01 - Lawn and grass seed, garden seed, field seed (wheat, oats, barley, corn, etc.), clover seed, alfalfa seed						
T00384US8	AGWAY	07/28/1965	224,366	10/04/1966	816,100	REGISTERED	23
	23 - Hand and power operated sprayers and dusters for agricultural use, lawn mowers and parts therefor, barn cleaners of the belt type, silo unloaders, hay and grain elevators, egg washers, wheel chocks, grain scoops and water pumps						
T00384US9	AGWAY	03/26/1964	189,665	11/22/1966	818,977	REGISTERED	12
	12 - Ready mixed hydraulic cement, composition roofing, laminated rafters, laminated building panels, building insulating material, storm windows, storm doors, metal siding, asphalt siding, treated wood poles, sheathing paper, steel posts, blacktop driveway sealer, wooden farm gates, and caulking compound						
T00384USB	AGWAY	07/28/1965	224,368	01/17/1967	822,470	REGISTERED	46
	46 - Dry beans, cooked beans, bread, pastry and pancake flour, cake mixes, frozen and canned vegetables, etc.						
T00384USC	AGWAY	05/04/1966	244,867	02/14/1967	823,866	REGISTERED	07
	07 - Baller twine, binder twine and rope						
T00384USD	AGWAY	05/04/1966	244,869	02/14/1967	823,961	REGISTERED	21
	21 - Electric motors, electric water heaters, electrical yard lights and electric fence controllers						
T00384USE	AGWAY	03/26/1964	189,667	10/22/1968	858,802	REGISTERED	15
	15 - Motor oil, gear oil, viscous grease, diesel fuel, fuel additives, fuel oil, gasoline and kerosene						
T00384USF	AGWAY	03/26/1964	189,675	10/22/1968	858,931	REGISTERED	29
	29 - House brooms, barn brooms, household brushes, dairy brushes and stock brushes						
T00384USG	AGWAY	03/26/1964	189,676	10/22/1968	858,934	REGISTERED	31
	31 - Water softeners, water filters, milk filters, freezers, refrigerators and water coolers						
T00384USH	AGWAY	03/26/1964	189,884	10/22/1968	859,059	REGISTERED	52
	52 - Egg washing cleanser, household and dairy soaps and detergents, flea soap and washing powder						
T00384USI	AGWAY	07/28/1965	224,364	11/05/1968	859,518	REGISTERED	06
	06 - Insecticides, room deodorants, moth preventatives, aluminum sulfate, algacide, rust inhibitors, fungicides, herbicides, water softening preparation, preparation for controlling crab grass, agricultural and household germicides, disinfectant, rodenticide, anti-freeze, crow repellents, flea powder, and legume inoculant						
T00384USJ	AGWAY	04/12/1985	531,938	10/15/1985	1,366,044	REGISTERED	42
	42 - Lawn care services						
T00384USK	AGWAY	03/13/1986	587,723	12/09/1986	1,420,422	REGISTERED	36
	36 - Insurance underwriting services						
11420.0061-US	AGWAY	02/25/1991	74/142,036	01/21/1992	1,672,790	REGISTERED	36
	36 - Insurance and administrative services						
11420.0058-US	AGWAY	07/02/1990	74/074,501	08/02/1994	1,847,932	REGISTERED	42
	42 - Retail general merchandise store services						
T00335US0	AGWAY and design	02/25/1991	74/141,568	02/18/1992	1,676,105	REGISTERED	36
	36 - Homeowners insurance underwriting and insurance administration services						

Trademark Report by Country

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
T00386US0	AGWAY CATALOG SERVICE	03/15/1985	528,977	09/24/1985	1,362,676	REGISTERED	42
	42 - Mail order services in the agricultural supply field						
11420.0178-US	AGWAY ENERGY CENTER	03/23/1999	75/666,390			ALLOWED	42
	42 - RETAIL STORES FEATURING HOME HEATING AND COOLING PRODUCTS						
T00387US0	AGWAY ENERGY PRODUCTS	02/04/1985	520,548	09/03/1985	1,357,550	REGISTERED	04,37,42
	04 - Gasoline, kerosene, diesel fuel and heating fuel oils						
	37 - Installing, servicing and repairing heating equipment and vehicle servicestation services						
	42 - Distributing heating fuel oil by truck; and retail store services in thefield of oil burners and parts therefor						
T00388US0	AGWAY ENERGY PRODUCTS and design	02/05/1985	520,803	09/10/1985	1,358,791	REGISTERED	04,37,42
	04 - Gasoline, kerosene, diesel fuel and heating fuel oils						
	37 - Installing, servicing, and repairing heating equipment; and vehicle service station services						
	42 - Distributing heating fuel oil by truck; and retail store services in thefield of oil burners and parts therefor						
T00389US0	AGWAY GARDENS	12/23/1971	410,957	10/16/1973	971,004	REGISTERED	101
	101 - Lawn and garden retail store services						
11420.0130-US	AGWAY GARDENS and design	05/27/1994	74/530,386	07/04/1995	1,903,220	REGISTERED	42
	42 - Lawn and garden retail store services						
T00060US0	AGWAY PETS U AGWAY FOUNDED A.D. 1964 100% SATISFACTION GUARANTEE	01/18/1995	74/622,420	07/01/1997	2,076,087	REGISTERED	42
	42 - Retail store services in the field of pet foods and pet supplies						
11420.0139-US	AGWAY PETS U and design	01/18/1995	74/622,412	04/08/1997	2,051,294	REGISTERED	42
	42 - Retail store services in the field of pet foods and pet supplies						
T00413US0	AGWAY PROPANE	03/15/1985	527,059	09/17/1985	1,360,047	REGISTERED	04,37,42
	04 - Propane fuel						
	37 - Installing, servicing, and repairing heating equipment						
	42 - Distributing propane fuel by truck						
T00403US0	AGWAY PROPANE (logo)	03/15/1985	527,052	09/17/1985	1,360,046	REGISTERED	04,37,42
	04 - Propane fuel						
	37 - Installing, servicing, and repairing heating equipment						
	42 - Distributing propane fuel by truck						
11420.0144-US	AGWAY TOTAL LAWN CARE and design	04/26/1995	74/666,518	07/23/1996	1,988,271	REGISTERED	01,05
	01 - Lawn care fertilizer for domestic use						
	05 - Lawn care herbicides and insecticides combined with fertilizer for domestic use						
11420.0236-US	AGWAY XL	08/15/2000	76/109,646			PENDING	29
	29 - SUNFLOWER SEED FOR HUMAN CONSUMPTION						
11420.0068-US	ARBORGROW	10/04/1990	74/102,991	01/21/1992	1,672,293	REGISTERED	01
	01 - Fertilizer for domestic use						
T00364US0	AUTOMATE	10/07/1985	561,890	07/26/1988	1,498,034	REGISTERED	37
	37 - Automated gasoline station services rendered by means of an access deviceactivated dispensing system						
11420.0084-US	BACKYARD BANQUET FOR BIRDS	11/19/1990	74/120,008	06/02/1992	1,690,408	REGISTERED	N/A
	N/A - Bird food						
T00001US0	BEEFMIX		596,223	04/02/1957	643,675	REGISTERED	46
	46 - Feed for beef cattle						
T00416US0	BEST OF THE WEST	02/22/1989	712,494	05/09/1989	1,538,360	REGISTERED	31
	31 - Fresh potatoes						

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
T00417US0	BEST OF THE WEST logo	02/22/1988	712,428	05/23/1989	1,540,747	REGISTERED	31
	31 - Fresh potatoes						
11420.0195-US	BETTER FOODS THROUGH BETTER FEEDS	08/18/1999	75/778,354			PENDING	29
	29 - MILK AND EGGS						
11420.0092-US	BIRDSNACK	02/25/1991	74/141,979	01/21/1992	1,672,726	REGISTERED	31
	31 - Bird food						
T00005US0	BIRDSNACK		78,343	11/14/1961	724,012	REGISTERED	46
	46 - Mixture of seeds for feeding wild birds						
T00419US0	BLUE RIBBON	04/22/1974	19,486	11/11/1975	1,024,804	REGISTERED	31
	31 - Garden seeds, flower seeds, vegetable seeds, field seeds and grass seeds						
11420.0016-US	CARDINALS' CHOICE	01/18/1995	74/622,411	12/03/1996	2,021,320	REGISTERED	
11420.0183-US	CHICKADEE'S CHOICE	06/07/1999	75/723,223	12/12/2000	2,413,188	REGISTERED	31
	31 - Wild bird food						
T00422US0	CHIRP	01/26/1966	237,287	05/23/1967	829,193	REGISTERED	46
	46 - Wild bird food and sunflower seed						
T00010US0	COUNTRY BEST	12/20/1965	234,865	03/07/1967	825,391	REGISTERED	46
	46 - Potatoes						
11420.0065-US	COUNTRY BEST	10/09/1990	74/103,991	10/27/1998	2,200,004	REGISTERED	31
	31 - Fresh vegetables						
11420.0150-US	COUNTRY BEST	10/24/1997	75/378,995			PENDING	31
	31 - Fresh fruit						
11420.0152-US	COUNTRY BEST	02/03/1998	75/428,424			PENDING	29
	29 - Dried beans						
T00014US0	COUNTRY CLUB COUNTRY FEEDS/EQUINE CLUB SUPPORT PROGRAM and design	01/18/1995	74/622,414	09/23/1997	2,099,817	REGISTERED	36
	36 - Providing financial support to qualified, non-profit equine clubs and organizations and their events						
11420.0088-US	COUNTRY FEEDS	12/06/1990	74/121,010	12/17/1991	1,668,722	REGISTERED	
11420.0062-US	COUNTRY PRIDE GOLD	10/11/1990	74/104,884	11/23/1993	1,806,379	REGISTERED	36
	36 - Insurance administration services, and homeowners insurance underwriting services						
11420.0063-US	COUNTRY PRIDE SILVER	10/11/1990	74/105,086	09/14/1993	1,792,901	REGISTERED	36
	36 - Insurance administration services and homeowners insurance underwriting services						
11420.0067-US	COVER GREEN	10/01/1990	74/102,145	10/29/1991	1,662,675	REGISTERED	31
	31 - Grass seed						
T00142US0	CRAN-BEST	04/23/1980	259,370	11/10/1981	1,176,722	REGISTERED	01
	01 - Fertilizer						
11420.0190-US	CROPWORKS	09/10/1999	75/796,825			ALLOWED	42
	42 - PROVIDING A DATABASE OF INFORMATION IN THE FIELD OF AGRONOMY AND THE FIELD OF AGRICULTURAL EQUIPMENT AND SUPPLIES VIA A GLOBAL COMPUTER INFORMATION NETWORK						
11420.0157-US	CULTIVATIONS HOME GARDEN LIFE	06/23/1998	75/501,471			ALLOWED	42
	42 - Retail store services featuring home and garden products						
11420.0118-US	CUSTOMIN	07/12/1993	74/410,763	03/29/1994	1,928,480	REGISTERED	31
	31 - Dairy cattle feed						

Trademark Report by Country

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
T00448US0	GRO:RIGHT	08/25/1986	616,653	05/12/1987	1,439,405	REGISTERED	
T00449US0	HI-TRACTION	07/24/1989	73/814,143	11/13/1990	1,622,533	REGISTERED	19
	19 - COAL TAR BASED DRIVEWAY SEALER AND FILLER						
T00450US0	INSURING THE COUNTRY WAY OF LIFE	12/24/1984	514,902	09/17/1985	1,361,008	REGISTERED	36
	36 - Insurance underwriting						
11420.0081-US	IRON MASTER	10/31/1990	74/111,047	09/17/1991	1,857,307	REGISTERED	11
	11 - Water treatment						
T00453US0	LEGUMIN	04/04/1968	294,898	09/23/1969	877,305	REGISTERED	46
	46 - Feed supplement for livestock						
11420.0191-US	LIFERIGHT	08/02/1999	75/766,420			PENDING	29
	29 - MILK AND EGGS						
11420.0194-US	LIFERIGHT and design	08/19/1999	75/778,939			ALLOWED	29
	29 - MILK AND EGGS						
11420.0198-US	Miscellaneous design (for CPG Nutrients)	09/30/1999	75/811,952			ALLOWED	05
	05 - ANIMAL FEED ADDITIVES FOR USE AS A NUTRITIONAL SUPPLEMENT						
11420.0193-US	Miscellaneous design (cow design)	09/20/1999	75/803,201			ALLOWED	29,31
	29 - DAIRY PRODUCTS EXCLUDING ICE CREAM, ICE MILK AND FROZEN YOGART						
	31 - LIVE HEIFERS, LIVE CALVES AND ANIMAL EMBRYOS						
T00458US0	MISTER PETE	03/19/1963	144,060	03/19/1963	746,807	REGISTERED	10
	10 - Peat moss						
11420.0116-US	MODERN TANK SERVICE	12/28/1992	74/343,940	05/10/1994	1,835,694	REGISTERED	37
	37 - Maintenance and repair services; namely propane cylinder requalification; propane cylinder disposal services others						
11420.0143-US	MTS MODERN TANK SERVICE and design	03/20/1995	74/650,359	03/26/1996	1,984,071	REGISTERED	037
	037 - Propane cylinder requalification and disposal services						
11420.0047-US	N-SUL 32	12/15/1989	74/011,105	06/02/1992	1,689,714	REGISTERED	01
	01 - Fertilizer						
11420.0046-US	N-SUL 33	12/15/1989	74/011,103	04/23/1991	1,641,822	REGISTERED	01
	01 - Fertilizer for agricultural use						
11420.0022-US	NUTRITECH	12/27/1988	73/771,405	05/22/1990	1,597,720	REGISTERED	31
	31 - Animal feed (per E.A.)						
11420.0187-US	OPTIGEN	07/01/1999	75/742,067			PENDING	05
	05 - ANIMAL FEED ADDITIVE FOR USE AS A NUTRITIONAL SUPPLEMENT						
T00175US0	OUR PEOPLE MAKE THE DIFFERENCE	12/29/1986	637,718	02/16/1988	1,477,086	REGISTERED	37,39
	37 - Installing and repairing heating equipment						
	39 - Delivery of propane and heating oil fuels for residential and commercial use						
T00464US0	PADDOCK GREEN	05/11/1970	359,317	09/21/1971	920,443	REGISTERED	01
	01 - Grass seed						
11420.0095-US	PEA-KAL	08/23/1991	74/197,418	09/22/1992	1,718,522	REGISTERED	N/A
	N/A - Forage grain seed mixture						
11420.0220-US	PEOPLE WHO KNOW. BRANDS YOU TRUST	06/13/2000	76/069,305			PENDING	35
	35 - WHOLESALE AND MARKETING SERVICES FOR LAWN AND GARDEN STORES						

Trademark Report by Country

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
11420.0160-US	Design	06/23/1998	75/501,472			ALLOWED	42
	42 - Retail store services featuring home and garden products						
11420.0017-US	Design (leaf)	10/03/1988	73/755,429	05/29/1990	1,598,004	REGISTERED	01
	01 - Chemical products for improving forage quality						
11420.0117-US	EARLY EDGE	05/11/1994	74/527,595	04/18/1995	1,889,540	REGISTERED	01
	01 - FERTILIZER FOR AGRICULTURAL USE						
T00434US0	EASTLAND	06/12/1974	24,013	03/30/1976	1,036,935	REGISTERED	31
	31 - Field seed						
11420.0009-US	EASY-STIR	07/26/1989	73/814,882	04/16/1991	1,641,278	REGISTERED	19
	19 - COAL TAR BASED DRIVEWAY SEALER AND FILLER						
11420.0181-US	EMPIRE-SWEETS HOW SWEET THEY ARE! and Design	11/23/1998	75/594,005	10/10/2000	2,392,725	REGISTERED	31
	31 - FRESH SWEET ONIONS						
T00436US0	ENERROYAL	11/25/1985	570,425	11/03/1987	1,463,974	REGISTERED	42
	42 - Oil heating furnace distributor services						
<del>673US0</del>	<del>EXTEND-A-LIFE</del>	<del>09/27/1997</del>	<del>75/716,002</del>	<del>07/07/1998</del>	<del>2,171,358</del>	<del>REGISTERED</del>	<del>01</del>
	<del>01 - Potassium permanganate impregnated into cellophane and sold in packets for placement in refrigerators, freezers, fruit bowls, etc. to reduce spoilage and aging of fruits and vegetables and to eliminate odors.</del>						
11420.0132-US	EZ SCRAPE	04/22/1994	74/515,123	07/04/1995	1,903,894	REGISTERED	07
	07 - Manure alley scrapers						
T00438US0	FABU-MELT	12/10/1982	405,602	02/21/1984	1,267,511	REGISTERED	01
	01 - Chemical preparation for melting ice and snow						
T00440US0	FEATHERED FRIEND	01/26/1966	237,284	06/06/1967	829,871	REGISTERED	46
	46 - Wild bird food and sunflower seed						
T00440US1	FEATHERED FRIEND	01/03/1989	73/772,700	09/05/1989	1,554,740	REGISTERED	21
	21 - Bird feeders						
T00441US0	FEATHERED FRIEND and design	05/16/1988	728,753	12/13/1988	1,516,596	REGISTERED	31
	31 - Bird food						
T00441US1	FEATHERED FRIEND and design	01/03/1989	73/772,664	09/12/1989	1,555,798	REGISTERED	21
	21 - Bird feeders						
T00442US0	FIELD FRESH	10/19/1987	690,252	06/14/1988	1,491,778	REGISTERED	01
	01 - Chemical preservative for use in animal feed						
T0007US0	FINCH DELIGHT	11/20/1986	631,449	07/21/1987	1,448,763	REGISTERED	31
	31 - Bird food						
11420.0215-US	FLYERS' CHOICE	12/11/1978	73/196,555	04/08/1980	1,132,812	REGISTERED	31
	31 - Bird food						
11420.0182-US	FRESH SEAL	05/14/1999	75/706,268			PENDING	01
	01 - Liquid chemical composition to be applied to flowers, fruits, vegetables to delay the ripening effect thereof						
11420.0186-US	FRESH SHIELD	07/01/1999	75/741,499			PENDING	01
	01 - Liquid chemical composition to be applied to flowers, fruits and vegetables to delay the ripening thereof						
T00446US0	GREENLAWN	07/25/1961	124,631	07/03/1962	733,641	REGISTERED	10
	10 - Fertilizers						
T00447US0	GRO:PAK	05/14/1988	722,198	11/23/1988	1,513,321	REGISTERED	05
	05 - Medicated cattle feed						



Trademark Report by Country

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
11420.0212-US	POWER CHAMP	02/25/1959	68,373	11/17/1959	688,182	REGISTERED	15
15 - Petroleum products, gasoline, kerosene, fuel oil, lubricating oil, greases, and lubricants in Class 15							
11420.0154-US	PRO-GANIC	06/04/1998	75/496,113	08/03/1999	2,267,034	REGISTERED	01
01 - Fertilizers for agricultural use							
T00472US0	PRO:RIGHT	09/15/1976	099,859	05/10/1977	1,065,401	REGISTERED	31
31 - Dairy feed							
<del>11420.0185-US</del>	<del>PRODUCE &amp; FLORAL SAVER</del>	<del>06/14/1999</del>	<del>75/738,304</del>			<del>PENDING</del>	<del>01</del>
<del>01 - PRESERVATIVES FOR FRUIT, VEGETABLES, PLANTS AND CUT FLOWERS</del>							
<del>11420.0241-US0</del>	<del>PRODUCE SAVER</del>	<del>10/15/1996</del>	<del>75/181,047</del>	<del>07/29/1997</del>	<del>2,035,170</del>	<del>REGISTERED</del>	<del>01</del>
<del>01 - Fruit, vegetable, and cut flower and foliage preservative, namely, potassium permanganate impregnated into zeolite</del>							
T00474US0	RATIO:RIGHT	10/27/1972	439,589	11/13/1973	972,970	REGISTERED	46
46 - Feed for dairy cows							
T00475US0	RC	08/07/1985	552,317	08/12/1986	1,405,186	REGISTERED	N/A
N/A - Dairy feed (The mark is used on tags applied to the packaging for the goods.)							
T00476US0	RESPOND	12/20/1973	9,307	08/13/1974	990,586	REGISTERED	31
31 - Horse feed and dog food							
T00477US0	RISE	08/01/1988	304,044	07/15/1989	873,162	REGISTERED	46
46 - Fish food							
T00478US0	ROYAL GREEN	01/16/1975	41,857	08/24/1976	1,046,969	REGISTERED	31
31 - Lawn seed							
11420.0005-US	ROYAL WING	06/28/1989	73/809,537	05/22/1990	1,597,724	REGISTERED	31
31 - Bird Food							
11420.0004-US	ROYAL WING and design	06/28/1989	73/809,516	05/15/1990	1,596,719	REGISTERED	31
31 - Bird food							
T00480US0	SEA SAW	04/02/1964	190,160	05/04/1965	788,943	REGISTERED	15
15 - Lubricating oil							
T00182US0	SEEDWAY	06/12/1974	24,014	03/02/1976	1,034,971	REGISTERED	31
31 - Field seeds							
T00482US0	SHADY GREEN	12/21/1979	243,701	02/02/1982	1,188,858	REGISTERED	31
31 - Grass seed mixtures							
11420.0189-US	SHELL-LESS SELECT	07/09/1999	75/746,053			PENDING	31
31 - BIRD FOOD							
11420.0192-US	SHOPWORKS	09/10/1999	75/799,193			ALLOWED	35
35 - MAIL ORDER SERVICES FEATURING AGRICULTURAL EQUIPMENT AND SUPPLIES AND COMPUTERIZED ON-LINE RETAIL SERVICES IN THE FIELD OF AGRICULTURAL EQUIPMENT AND SUPPLIES							
11420.0014-US	SILAGE FRESH	03/16/1989	73/786,985	05/01/1990	1,593,706	REGISTERED	01
01 - Enzyme additive and bacterial inoculant products for silage							
11420.0238-US	SMART BUY	11/09/2000	76/162,413			PENDING	36
36 - FINANCIAL SERVICES, NAMELY, PROVIDING A BUDGET PAYMENT PLAN FOR FUEL AND SERVICE CONTRACTS							
T00483US0	SOL-U-GREEN	04/09/1965	216,143	01/04/1966	901,175	REGISTERED	10
10 - Water-soluble plant food							
11420.0052-US	SPOT GREEN	05/18/1990	74/060,379	04/09/1991	1,640,717	REGISTERED	01
01 - Lawn grass seed							

Trademark Report by Country

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
11420.0147-US	STAGE	01/21/1997	75/228,819	10/27/1998	2,200,381	REGISTERED	01,05
	01 - Lawn fertilizer for domestic use						
	05 - Herbicide and/or Insecticide mixed with lawn fertilizer for domestic use						
T00485US0	START-N-GRO	11/06/1969	342,809	05/30/1972	934,791	REGISTERED	10
	10 - Fertilizers						
T00486US0	START:RIGHT	05/21/1980	283,045	09/29/1981	1,170,892	REGISTERED	31
	31 - Nutritional supplement for dairy cows						
11420.0126-US	SYNCHRO-MAX	08/05/1993	74/420,777	11/15/1994	1,862,679	REGISTERED	31
	31 - Animal feed						
11420.0162-US	T and Design	10/05/1998	75/564,499	10/19/1999	2,287,962	REGISTERED	36,37
	36 - Agricultural and commercial building leasing services						
	37 - Leasing equipment and machinery for agricultural and commercial use						
T00488US0	TAST-FLAKE	04/04/1968	294,899	12/09/1969	882,306	REGISTERED	46
	46 - Dairy feed						
T00489US0	TATERBEST	01/27/1967	263,435	11/28/1967	839,427	REGISTERED	10
	10 - Fertilizer						
T00490US0	TELCARD	11/20/1984	509,798	06/11/1985	1,341,499	REGISTERED	36
	36 - Equipment leasing services in the agricultural field						
T00490US1	TELCARD	12/22/1986	636,911	11/01/1988	1,511,241	REGISTERED	37
	37 - Leasing equipment and machinery for agricultural and commercial use						
T00490US2	TELCARD	05/28/1988	730,897	04/25/1989	1,536,731	REGISTERED	36
	36 - Agricultural and commercial building leasing services						
T00206US0	RELEASE	08/09/1989	73/818,042	03/20/1990	1,588,168	REGISTERED	36,37
	36 - Agricultural and commercial building leasing services						
	37 - Leasing equipment and machinery for agricultural and commercial use						
11420.0151-US	RELEASE FINANCIAL SERVICES	04/22/1998	75/472,017	02/08/2000	2,315,559	REGISTERED	36,37,39 42
	36 - AGRICULTURAL BUILDING LEASING AND FINANCING SERVICES; COMMERCIAL BUILDING LEASING AND FINANCING SERVICES; FINANCING OF MOTOR VEHICLES; AND FINANCING OF EQUIPMENT AND MACHINERY FOR AGRICULTURAL AND COMMERCIAL USE						
	37 - LEASING INDUSTRIAL EQUIPMENT AND MACHINERY FOR COMMERCIAL USE						
	39 - LEASING OF MOTOR VEHICLES						
	42 - LEASING OF AGRICULTURAL EQUIPMENT AND MACHINERY						
T00492US0	TELMARK	11/20/1984	509,799	06/04/1985	1,339,539	REGISTERED	36
	36 - Building, machinery and equipment leasing services in the agricultural field						
T00492US1	TELMARK	12/29/1986	637,536	05/10/1988	1,487,757	REGISTERED	36,37
	36 - Agricultural and commercial building leasing services						
	37 - Leasing equipment and machinery for agricultural and commercial use						
11420.0163-US	TELMARK and Design	09/23/1998	75/557,433	10/19/1999	2,287,901	REGISTERED	36,37
	36 - Agricultural and commercial building leasing services						
	37 - Leasing equipment and machinery for agricultural and commercial use						
T00494US0	TEST:RIGHT	08/07/1987	677,055	04/26/1988	1,486,386	REGISTERED	31
	31 - Dairy feed						
11420.0200-US	TESTED SPECIFIC PATHOGEN FREE	10/06/1999	75/817,679			PENDING	29,31
	29 - DAIRY PRODUCTS EXCLUDING ICE CREAM, ICE MILK, AND FROZEN YOGURT						
	31 - LIVE HEIFERS, LIVE CALVES, AND ANIMAL EMBRYOS						

Trademark Report by Country

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
11420.0149-US	TFS (logo)	02/18/1997	75/243,719	08/31/1999	2,274,786	REGISTERED	36,37,39 42
	36 - Agricultural and commercial building leasing and financing services, financing of motor vehicles, and financing of equipment and machinery for agricultural and commercial use						
	37 - Leasing of machinery for commercial use and leasing of equipment for agricultural and commercial use						
	39 - For leasing of motor vehicles						
	42 - For leasing of agricultural machinery						
T00080US0	THE FLEXIBLE FINANCING ALTERNATIVE	03/11/1988	716,131	05/02/1989	1,537,821	REGISTERED	36,37
	36 - Agricultural and commercial building leasing services						
	37 - Leasing equipment and machinery for agricultural and commercial use						
T00496US0	TRAPMETAL	06/19/1962	127,327	06/19/1962	733,152	REGISTERED	44
	44 - Permanent magnets for the prevention and control of "Hardware Disease" in cattle						
T00497US0	TREELINE SHADE	06/12/1974	24,011	04/20/1976	1,038,259	REGISTERED	31
	31 - Grass seed						
11420.0199-US	TSPF	10/06/1999	75/816,515			PENDING	29,31
	29 - DAIRY PRODUCTS EXCLUDING ICE CREAM, ICE MILK, AND FROZEN YOGURT						
	31 - LIVE HEIFERS, LIVE CALVES, AND ANIMAL EMBRYOS						
T00498US0	TURF CLUB	07/16/1982	375,025	09/11/1984	1,294,774	REGISTERED	31
	31 - Grass seed						
11420.0026-US	WE DELIVER PEACE OF MIND	11/06/1989	73/836,210	07/17/1990	1,606,745	REGISTERED	37,39
	37 - Installing servicing and repairing heating equipment and vehicle service station services						
	39 - Delivery of propane fuel and heating fuel oil by truck						
T00500US1	WE DELIVER PEACE OF MIND	03/26/1990	74/042,541	01/22/1991	1,632,706	REGISTERED	42
	42 - Retail store services in the field of furnaces, boilers, water heaters and air conditioners and parts and accessories therefor						
T00003US0	WEAR GREEN		99,313	03/21/1961	712,670	REGISTERED	1
	1 - Grass seed mixture						
11420.0184-US	WOODPECKER'S PICK	06/07/1999	75/723,153	11/14/2000	2,404,862	REGISTERED	31
	31 - Wild bird food						
11420.0131-US	YELLOW GOLD	02/14/1994	74/489,246	03/26/1996	1,963,682	REGISTERED	31
	31 - Fresh potatoes						

END OF REPORT

TOTAL ITEMS SELECTED = 181

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY HOLDINGS INC.**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY FINANCIAL CORPORATION**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**FEED COMMODITIES INTERNATIONAL LLC**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**MILFORD FERTILIZER COMPANY LLC**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**BRUBAKER AGRONOMIC CONSULTING SERVICE LLC**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None



SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY GENERAL AGENCY, INC.**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**COUNTRY BEST ADAMS, LLC**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**COUNTRY BEST-DEBERRY LLC**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY PRODUCTS LLC**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY SERVICES-PA, INC.**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY SERVICES, INC.**

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY, INC.

- I. COPYRIGHT REGISTRATIONS – See attached list
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Annual Authorizations Service Repertory License Agreement	July 1, 1998, renewed for July 1, 2000 to June 30, 2001	Agway, Inc. and Copyright Clearance Center, Inc.

SCHEDULE III TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
AGWAY, INC.

COPYRIGHT REGISTRATIONS

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Agway Answers Your Needs	SR27372	3/16/81
Agway, Inc.	Agway -For All the Ways You Live - Jingle	PA25980	12/11/78
Agway, Inc.	An American Christmas	KK204574	11/13/67
Agway, Inc.	Agway Cooperator	B182053	2/2/65
Agway, Inc.	Agway Cooperator	B182054	2/18/65
Agway, Inc.	Agway Cooperator	B180317	3/17/65
Agway, Inc.	Agway Cooperator	B185947	4/19/65
Agway, Inc.	Agway Cooperator	B189951	5/18/65
Agway, Inc.	Agway Cooperator	B198590	6/17/65
Agway, Inc.	Agway Cooperator	B217771	8/20/65
Agway, Inc.	Agway Cooperator	B217772	9/10/65
Agway, Inc.	Agway Cooperator	B217773	9/24/65
Agway, Inc.	Agway Cooperator	B255076	11/29/65
Agway, Inc.	Agway Cooperator	B237185	12/27/65

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**TRADEMARK**  
**REEL: 002317 FRAME: 0443**



SCHEDULE III TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
AGWAY, INC.

COPYRIGHT REGISTRATIONS

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Agway Cooperator	B256022	2/8/66
Agway, Inc.	Agway Cooperator	B256023	2/24/66
Agway, Inc.	Agway Cooperator	B258449	3/21/66
Agway, Inc.	Agway Cooperator	B273679	4/15/66
Agway, Inc.	Agway Cooperator	B273680	5/13/66
Agway, Inc.	Agway Cooperator	B273681	6/15/66
Agway, Inc.	Agway Cooperator	B282502	7/12/66
Agway, Inc.	Agway Cooperator	B28664	8/16/66
Agway, Inc.	Agway Cooperator	B293575	9/19/66
Agway, Inc.	Agway Cooperator	B306396	10/20/66
Agway, Inc.	Agway Cooperator	B306395	11/15/66
Agway, Inc.	Agway Cooperator	B323319	12/30/66
Agway, Inc.	Agway Cooperator	B324842	2/23/67
Agway, Inc.	Agway Cooperator	B335267	3/29/67
Agway, Inc.	Agway Cooperator	B346103	5/22/67
Agway, Inc.	Agway Cooperator	B360321	6/16/67
Agway, Inc.	Agway Cooperator	B361559	7/21/67
Agway, Inc.	Agway Cooperator	B368567	8/21/67
Agway, Inc.	Agway Cooperator	B382449	10/4/67

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**TRADEMARK**  
**REEL: 002317 FRAME: 0444**

SCHEDULE III TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
AGWAY, INC.

COPYRIGHT REGISTRATIONS

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Agway Cooperator	B393956	11/29/67
Agway, Inc.	Agway Cooperator	B403263	12/22/67
Agway, Inc.	Agway Cooperator	B415677	2/27/68
Agway, Inc.	Agway Cooperator	B422553	3/22/68
Agway, Inc.	Agway Cooperator	B429485	4/25/68
Agway, Inc.	Agway Cooperator	B449904	6/21/68
Agway, Inc.	Agway Cooperator	B449903	7/18/68
Agway, Inc.	Agway Cooperator	B449905	8/21/68
Agway, Inc.	Agway Cooperator	B455807	9/19/68
Agway, Inc.	Agway Cooperator	B463443	10/14/68
Agway, Inc.	Agway Cooperator	B495602	11/23/68
Agway, Inc.	Agway Cooperator	B477933	1/3/69
Agway, Inc.	Agway Cooperator	B496174	2/17/69
Agway, Inc.	Agway Cooperator	B499198	3/24/69
Agway, Inc.	Agway Cooperator	B503032	4/18/69
Agway, Inc.	Agway Cooperator	B544676	6/13/69
Agway, Inc.	Agway Cooperator	B544677	8/14/69
Agway, Inc.	Agway Cooperator	B544678	9/22/69
Agway, Inc.	Agway Cooperator	B547263	10/21/69

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TRADEMARK  
REEL: 002317 FRAME: 0445

SCHEDULE III TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
AGWAY, INC.

COPYRIGHT REGISTRATIONS

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Agway Cooperator	B559611	11/20/69
Agway, Inc.	Agway Cooperator	B560869	1/7/70
Agway, Inc.	Agway Cooperator	B570839	2/20/70
Agway, Inc.	Agway Cooperator	B851044	3/24/70
Agway, Inc.	Agway Cooperator	B598810	4/17/70
Agway, Inc.	Agway Cooperator	B592441	5/2/70
Agway, Inc.	Agway Cooperator	B592441	5/22/70
Agway, Inc.	Agway Cooperator	B604238	6/26/70
Agway, Inc.	Agway Cooperator	B626421	9/17/70
Agway, Inc.	Lawn and Garden Guide	A197754	10/30/70
Agway, Inc.	Second Annual Horse Judging Pictorial	A978823	2/1/68
Agway, Inc.	Agway Cooperator	B652502	1/11/71
Agway, Inc.	Agway Cooperator	B662297	3/3/71
Agway, Inc.	Agway Glyodin Technical Bulletin	A704735	1/2/76



SCHEDULE III TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
AGWAY, INC.

COPYRIGHT REGISTRATIONS

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Horseman's Almanac; First Aid Handbook and Agway Horseman's	A221762	1/4/71
Agway, Inc.	Milk Production and Marketing Trends	A618057	3/3/75

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY HOLDINGS INC.**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY FINANCIAL CORPORATION**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**FEED COMMODITIES INTERNATIONAL LLC**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**MILFORD FERTILIZER COMPANY LLC**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None



SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
  
**BRUBAKER AGRONOMIC CONSULTING SERVICE LLC**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY GENERAL AGENCY, INC.**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**COUNTRY BEST ADAMS, LLC**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**COUNTRY BEST-DEBERRY LLC**

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY PRODUCTS LLC**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY SERVICES-PA, INC.**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**AGWAY ENERGY SERVICES, INC.**

- I. COPYRIGHT REGISTRATIONS - None
- II. COPYRIGHT APPLICATIONS - None
- III. COPYRIGHT LICENSES - None