

11-07-2002



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Form PTO-1594 (Rev. 03/01) 10.15.02  
OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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

1. Name of conveying party(ies):

Agway, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Amendment to License Agreement

Execution Date: September 26, 2002

2. Name and address of receiving party(ies)

Name: Southern States Cooperative, Incorporated

Internal

Address: \_\_\_\_\_

Street Address: 6606 W. Broad St.

City: Richmond State: VA Zip: 23260

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Virginia
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 0829871, 1554740, 1516596, 1555798, 1672726

Additional number(s) attached  Yes  No

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

Name: R. Joel Ankney

Internal Address: Troutman Sanders LLP

Street Address: 4425 Corporation Lane,  
Suite 420

City: Virginia Beach State: VA Zip: 23462

6. Total number of applications and registrations involved: \_\_\_\_\_

30

7. Total fee (37 CFR 3.41).....\$ 765.00

- 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.

R. Joel Ankney

Name of Person Signing

R. Joel Ankney  
Signature

October 11, 2002

Date

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

11/06/2002 LNUELLER 00000087 0829871

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

01 FC:8521  
02 FC:8522

40.00 OP  
725.00 OP

TRADEMARK  
REEL: 002612 FRAME: 0439

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

Conveying Party: Agway, Inc., a Delaware corporation

Execution Date: September 26, 2002

Receiving Party: Southern States Cooperative, Incorporated, a Virginia corporation  
6606 W. Broad St.  
Richmond, VA 23260

Continuation of Item 4:

Trademark Registration No.(s): 1132812, 2021320, 2513516, 2404862, 2413188,  
1448763, 0808749, 0813726, 0816100, 0818977, 0823866, 0823961, 0858931, 0859059,  
0859518, 1366044, 1847932, 0712670, 1188858, 0733641, 1622533, 1641278, 2608685,  
2200381, 1640717

**FIRST AMENDMENT  
TO  
LICENSE AGREEMENT**

This Amendment is made effective as of the 26<sup>th</sup> day of September 2<sup>nd</sup>, 2002. *TS* *mdh*

WHEREAS, Agway, Inc. ("Agway"), and Southern States Cooperative, Incorporated ("Southern States") entered into a License Agreement effective July 31, 2000 (the "License Agreement") and an Addendum thereto made as of September 18, 2000; and

WHEREAS, Southern States wishes to add certain AGWAY trademark registrations and uses to Annex A of the License Agreement, and

WHEREAS, Agway is willing to amend the License Agreement as requested by Southern States, under the following terms and conditions:

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. AGWAY U.S. Registration Nos. 816,100 (for lawnmowers and parts therefor only), 1,366,044, 859,518, 859,059, 858,931, 823,866, 823,961, 818,977, 1,554,740, 1,555,798, and 1,640,717, the marks AGWAY™ for automobile tires; agricultural implement tires; bar and chain oil; two cycle oil; barn scrapers; barn hardware consisting of metal cattle stalls, metal water bowls, stanchions, barn ventilators, spray nozzles and metal farm gates; batteries (electric fence); bale ties; burlap; driveway sealers (coal tar); fence insulators; fencing; fence paint; fence posts; fencing parts; garden hose; garden/plant markers; gloves; jute twine; kennels; landscape fabric; lawn & garden hand tools; lawn & garden sprayers; lawn & garden spreaders; lawn & garden long handle tools; lawn &

garden sprinklers; lawn edging; lawn starter pellet; manure, hay; silage, and barn forks; pipe fittings; roof cement; roof coatings; squirrel feeders; squirrel food; stock tanks; tillers; toys; tractor tires; truck tires; water softener salt; windshield washer fluid; wire; and wood pellets, FEATHERED FRIEND™ for suet and bird houses, NATURE'S WAY™ for lawn food and plant food, SHORT-CUT™ for low growing grass seed for low maintenance areas forming a dense carpet to block out weeds, and ARBORGROW™ for fertilizer for domestic use are hereby added to Annex A and included among the Marks licensed to Southern States under Section 1 of the License Agreement. For ease of reference, the attached Annex A (First Amendment) is hereby substituted for the original Annex A of the License Agreement.

2. Rewrite Section 10 of the License Agreement to read as follows

10. Indemnity.

a) Agway assumes no liability to Southern States or to its sublicensees or to third parties with respect to the performance characteristics of products manufactured by or for Southern States or its sublicensees or distributed or sold by or for Southern States or its sublicensees under the Marks (provided such products are not manufactured by Agway) or to the use of the Marks in the Trade Area. Southern States hereby agrees to indemnify, defend and hold harmless Agway against any and all claims, suits, losses, damages and expenses, including attorneys fees, arising out of or based upon the manufacture, distribution or sale of such products by Southern States, its sublicensees, and/or third party manufacturers (other than Agway) who manufacture such products for Southern States or its sublicensees or arising out of or based upon the use by third parties of such products distributed or sold by Southern States, its sublicensees, and/or third party manufacturers, or otherwise arising out of or based upon the activities of Southern States or its sublicensees under the Marks pursuant to this License Agreement, or arising out of or based upon any alleged unauthorized use of any Marks by Southern States, its sublicensees and/or third party manufacturers.

b) Southern States shall, during the Term hereof and for a period of three (3) years thereafter, maintain commercial general liability insurance, including contractual and products liability insurance, with coverage written on the occurrence form, with an insurance company licensed to do business in the State of Delaware and reasonably satisfactory to Agway, naming Agway as an additional insured thereunder with limits not less than Two Million Dollars (\$2,000,000), combined single limit per occurrence, covering the products of this Indemnity, the

use thereof, the manufacture, distribution and sale of such products by or for Southern States, its sublicensees and/or third party manufacturers (other than Agway) who manufacture such products for Southern States, or its sublicensees, and all other activities of Southern States and its sublicensees in connection with which the Marks are used, and providing that Agway shall receive thirty (30) days written notice prior to termination, reduction or modification of the coverage, and Southern States shall promptly provide Agway with evidence of such insurance in the form of a copy of the Certificate of Insurance.

c) The provisions of this Section 10 shall survive expiration or termination of this License Agreement for any reason.

3. Add new Section 16 to the License Agreement reading as follows:

16. Southern States will use an appropriate registration symbol in connection with those Marks which are registered, and will use either the <sup>TM</sup> symbol or the <sup>SM</sup> symbol with those Marks of Agway which are not currently registered for the goods involved, and agrees to be guided by the reasonable suggestions of Agway in this regard.

IN WITNESS WHEREOF, the parties have caused this First Amendment to License Agreement to be executed as of the date first appearing above.

Agway, Inc.

By: Michael R. Hopsicker  
 Name: Michael R. Hopsicker  
 Title: Executive Vice President

Southern States Cooperative, Incorporated

By: Thomas R. Scribner  
Name: Thomas R. Scribner  
Title: Executive Vice President & Chief Merchandising Officer

STATE OF New York  
CITY/COUNTY OF Onondaga

The foregoing instrument was acknowledged before me by Michael R. Hopsicker,  
Executive Vice President for and on behalf of Agway, Inc. this 27<sup>th</sup> day of September, 2002.

Janet Williams  
JANET WILLIAMS  
Notary Public in the State of New York  
Qualified in Onondaga County No. 4857864  
My Commission Expires October 23, 192005

STATE OF VIRGINIA  
CITY/COUNTY OF HENRICO

The foregoing instrument was acknowledged before me by Thomas R. Scribner  
EVP and CMO for and on behalf of Southern States Cooperative, Incorporated this 26<sup>th</sup>  
day of Sept., 2002.

Jessica A. Whitton  
Jessica A. Whitton  
My commission expires March 31, 2005.

**ANNEX A (FIRST AMENDMENT) OF LICENSE AGREEMENT**

MARK	REGISTRATION NUMBER
Feathered Friend®	829,871; 1,554,740
Feathered Friend and Design®	1,516,596; 1,555,798
Birdsnack®	1,672,726
Flyer's Choice®	1,132,812
Cardinal's Choice®	2,021,320
Shell-less Select®	2,513,516
Woodpecker's Pick®	2,404,862
Chickadee's Choice®	2,413,188
Finch Delight®	1,448,763
Agway®	808,749; 813,726; 816,100 (lawn mowers and parts therefor only); 818,977; 823,866; 823,961; 858,931; 859,059; 859,518; 1,366,044; and 1,847,932 only
Wear Green®	712,670
Shady Green®	1,188,858
Greenlawn®	733,641
Hi-Traction®	1,622,533
Easy-Stir®	1,641,278
Agway® People Who Know, Brands you Trust®	2,608,685
Stage®	2,200,381
Spot Green®	1,640,717
Arborigrow™	fertilizer for domestic use
Agway™	for automobile tires; agricultural implement tires; bar and chain oil; two cycle oil; barn scrapers; barn hardware consisting of metal cattle stalls, metal water bowls, stanchions, barn ventilators, spray nozzles and metal farm gates; batteries (electric fence); bale ties; burlap; driveway sealers (coal tar); fence insulators; fencing; fence paint; fence posts; fencing parts; garden hose; garden/plant markers; gloves; jute twine; kennels; landscape fabric; lawn & garden hand tools; lawn & garden sprayers; lawn & garden spreaders; lawn & garden long handle tools; lawn & garden sprinklers; lawn edging; lawn starter pellet; manure, hay; silage, and barn forks; pipe fittings; roof cement; roof coatings; squirrel feeders; squirrel food; stock tanks; tillers; toys; tractor tires; truck tires; water softner salt; windshield washer fluid; wire; and wood pellets
Agway® Your Yard Garden and Pet Place™	lawn, garden and pet supply retail store services
Favorite™	wild bird food
Feathered Friend™	suet and bird houses
Grassroots™	lawn and tree fertilizer
Nature's Way™	lawn food and plant food
Short-cut™	low growing grass seeds for low maintenance areas forming a dense carpet to block-out weeds
Sunny Green™	grass seed mixture