

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name        | Formerly | Execution Date | Entity Type           |
|-------------|----------|----------------|-----------------------|
| Agway, Inc. |          | 05/27/2004     | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

|                 |  |
|-----------------|--|
| Name:           | Southern States Cooperative, Incorporated      |
| Street Address: | 6606 West Broad Street                         |
| City:           | Richmond                                       |
| State/Country:  | VIRGINIA                                       |
| Postal Code:    | 23230-1717                                     |
| Entity Type:    | Agricultural Cooperative Corporation: VIRGINIA |

PROPERTY NUMBERS Total: 19

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 0808749 | AGWAY       |
| Registration Number: | 0813726 | AGWAY       |
| Registration Number: | 0816100 | AGWAY       |
| Registration Number: | 0818977 | AGWAY       |
| Registration Number: | 0823866 | AGWAY       |
| Registration Number: | 0823961 | AGWAY       |
| Registration Number: | 0858931 | AGWAY       |
| Registration Number: | 0859059 | AGWAY       |
| Registration Number: | 0859518 | AGWAY       |
| Registration Number: | 1366044 | AGWAY       |
| Registration Number: | 1847932 | AGWAY       |
| Registration Number: | 0712670 | WEAR GREEN  |
| Registration Number: | 1188858 | SHADY GREEN |
| Registration Number: | 0733641 | GREENLAWN   |
| Registration Number: | 1622533 | HI-TRACTION |

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|                      |         |                                    |
|----------------------|---------|------------------------------------|
| Registration Number: | 1641278 | EASY-STIR                          |
| Registration Number: | 2608685 | PEOPLE WHO KNOW. BRANDS YOU TRUST. |
| Registration Number: | 2200381 | STAGE                              |
| Registration Number: | 1640717 | SPOT GREEN                         |

**CORRESPONDENCE DATA**

Fax Number: (804)698-5142  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (804) 697-1278  
Email: trademarks@troutmansanders.com  
Correspondent Name: Robert L. Brooke  
Address Line 1: 600 Peachtree Street, N.E., Suite 5200  
Address Line 2: Bank of America Plaza  
Address Line 4: Atlanta, GEORGIA 30308-2216

|                         |            |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 201306.114 |
|-------------------------|------------|

|                    |                  |
|--------------------|------------------|
| NAME OF SUBMITTER: | Robert L. Brooke |
|--------------------|------------------|

**Total Attachments: 6**  
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## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** ("Assignment"), dated as of May 27, 2004, is made by and between **Agway, Inc.**, a Delaware corporation ("Assignor"), and **Southern States Cooperative, Incorporated**, a Virginia agricultural cooperative association ("Assignee").

Assignor and Assignee have entered into an Agreement dated as of April 6, 2004 (the "Purchase Agreement"), whereby Assignor has agreed to assign and Assignee has agreed to acquire, among other things, all of Assignor's right, title and interest in and to certain trademarks, and to the extent applicable, the registrations therefor, and certain limited rights to use the trade name "AGWAY". This Assignment effects the assignment contemplated by the Purchase Agreement. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the Purchase Agreement.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby conveys, sells, transfers, grants, assigns and delivers to Assignee, its successors and assigns, free and clear of all Liens and all known infringements and claims, all the right, title and interest of Assignor in and to (i) the trademark registrations listed in attached **Schedule A**, together with the goodwill associated therewith (collectively, the "Registered Marks"); (ii) the unregistered trademarks listed in attached **Schedule B**, for the uses described on Schedule B, together with the goodwill associated therewith; (collectively, the "Unregistered Marks"); and (iii) the right to use the trade name "AGWAY" solely for the purpose of Assignee licensing its dealers in the Consumer Wholesale Dealer Distribution Business to use the Agway name in such dealers' respective trade names in connection with the sale of products bearing the Registered Marks or the Unregistered Marks (the "Trade Name Rights"); provided that the Registered Marks, the Unregistered Marks and the Trade Name Rights are subject to the licenses to Growmark, Inc., Growmark FS, Inc., and Seedway, Inc. as set forth in Schedule 3(a)(iii) to the Purchase Agreement (the "Permitted Licenses"). The Registered Marks, the Unregistered Marks, and the Trade Name Rights, as subject to the Permitted Licenses, are collectively referred to as the "Assigned Trademarks." Except as specifically set forth above in regard to the Assigned Trademarks, Agway is not conveying any rights in and to the "AGWAY" trademarks, service marks, trade name and/or service name. Southern States acknowledges that Agway owns and has licensed and/or conveyed to third parties certain trademark rights in the "AGWAY" mark for use in fields of business other than the Consumer Wholesale Dealer Distribution Business.

2. Assignee shall have all right to register, extend, renew, maintain, defend and enforce the Assigned Trademarks, and any and all registrations resulting therefrom, in its own name in the United States and any foreign country, and Assignor hereby agrees to execute any documents and perform any acts at Assignee's cost to enable and assist Assignee to register, extend, renew, maintain, defend and enforce the Assigned Trademarks, and any and all registrations resulting therefrom, and to confirm or record this Assignment in the United States

**TRADEMARK**

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and any foreign country.

3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Assigned Trademarks, as well as any cybersquatting or other claims that may have accrued with respect to the Assigned Trademarks, under the trademark and other laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to Assignor as of the date hereof. Assignor hereby further agrees to cooperate fully at Assignee's cost with Assignee in the enforcement of all such causes of action and claims.

4. The parties acknowledge and agree that this Assignment is subject to the terms and conditions of the Purchase Agreement and, in the event of any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Assignor hereby agrees that this Assignment shall be binding upon its representatives, successors and assigns.

6. Assignor hereby agrees that this Assignment shall be governed by the laws of the State of New York, without reference to its choice of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the date first appearing above.

**"Assignor"**

AGWAY, INC.

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

STATE OF New York )  
CITY/COUNTY OF ONONDAGA )

The foregoing instrument was acknowledged before me by KAREN J. OHLIGER  
(Name), TREASURER (Title), for and on behalf of Agway, Inc. this 27th day of  
MAY, 2004.

Peggy L. Fetzer

Notary Public

My commission expires \_\_\_\_\_.

**PEGGY L. FETZER**  
**Notary Public, State of New York**  
**No. 02FE6108264**  
**Qualified in Onondaga County**  
**My Commission Expires April 12, 2008**

Schedule A

Registered Marks

| MARK  | USPTO REGISTRATION NO. | GOODS AND SERVICES  |
|-------|------------------------|---|
| AGWAY | 808,749                | Lawn fertilizer, garden fertilizer, plant foods, mulches, composts, liquid fertilizers, soil conditioners, ammonium sulfate sold as fertilizer, and peat moss   |
| AGWAY | 813,726                | Lawn and grass seed, garden seed, field seed (wheat, oats, barley, corn, hybrid corn, buckwheat, sorghum, millet, rye, ryegrass); clover seed, alfalfa seed, soy bean seed, bean seed, bluegrass seed, bird seed, plant bulbs, plants, trees, nursery stock, shrubs, evergreens, rose bushes, live Christmas trees, live Christmas wreaths and greens, soil, limestone, packaged plug of turf, hickory chips, fuller's earth for litter, pet litter, oyster shells, calcite crystals, poultry grit, potting soils, granite grit for poultry, cattle, live chickens, hatching eggs, charcoal, charcoal briquettes and charcoal lighter |
| AGWAY | 816,100                | 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  |

**Schedule A, cont'd**

| <b>MARK</b>                             | <b>USPTO REGISTRATION NO.</b> | <b>GOODS AND SERVICES</b>  |
|---|-------------------------------|--|
| AGWAY                                   | 818,977                       | 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                  |
| AGWAY                                   | 823,866                       | Bailer twine, binder twine, and rope   |
| AGWAY                                   | 823,961                       | Electric water heaters   |
| AGWAY                                   | 858,931                       | House brooms, barn brooms, household brushes, dairy brushes, and stock brushes   |
| AGWAY                                   | 859,059                       | Egg washing cleanser, household and dairy soaps and detergents, flea soap, and washing powder  |
| AGWAY                                   | 859,518                       | Insecticides, room deodorants, moth preventatives, aluminum sulfate, algaecide, rust inhibitors, fungicides, herbicides, water softening preparation, preparation for controlling crab grass, agricultural and household germicides, disinfectant, rodenticide, antifreeze, crow repellents, flea powder, and legume inoculant |
| AGWAY                                   | 1,366,044                     | Lawn care services   |
| AGWAY                                   | 1,847,932                     | Retail general merchandise store services  |
| WEAR GREEN                              | 712,670                       | Grass seed mixture   |
| SHADY GREEN                             | 1,188,858                     | Grass seed mixtures  |
| GREENLAWN                               | 733,641                       | Fertilizers  |
| HI-TRACTION                             | 1,622,533                     | Coal tar based driveway sealer and filler  |
| EASY-STIR                               | 1,641,278                     | Coal tar based driveway sealer and filler  |
| AGWAY@PEOPLE WHO KNOW, BRANDS YOU TRUST | 2,608,685                     | Wholesale distributorship of lawn and garden products  |
| STAGE                                   | 2,200,381                     | Lawn fertilizer for domestic use (Class 1); herbicide and/or insecticide mixed with lawn fertilizer for domestic use (Class 5)   |
| SPOT GREEN                              | 1,640,717                     | Lawn grass seed  |

**Schedule B**

**Unregistered Marks**

| MARK                                  | GOODS AND SERVICES   |
|---------------------------------------|--|
| ARBORGROW                             | 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 softener salt; windshield washer fluid; wire; and wood pellets |
| AGWAY CALCIUM CHLORIDE                | Calcium chloride   |
| AGWAY ICE MELTER                      | Ice melting agent  |
| 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   |
| FEATHERED FRIEND COB CORN             | Cob corn   |
| 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   |

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