

10-28-2004

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

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

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

1. Name of conveying party(ies):
Southern States Cooperative, Incorporated

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

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

10-25-04

2. Name and address of receiving party(ies)
Name: CoBank, ACB as Agent
Internal Address: _____
Address: _____
Street Address: 5500 S. Quebec Street
City: Greenwood Village State: CO Zip: 80111

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Supplement to Amended and Restated Trade

Execution Date: 10/18/2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
see attached

B. Trademark Registration No.(s)
see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ida Magin
 Internal Address: CSC

 Street Address: 80 State Street, 6th Floor

 City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 48 48

7. Total fee (37 CFR 3.41)..... \$ 1215.00
~~\$1240.00~~


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.

Ida Magin  10/22/2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

10/27/2004 DBYRNE 00000177 78403324
 01 FC:8521
 02 FC:8522

40.00 OP
 1200.00 DP
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

SCHEDULE A-1
Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country
GREEN-GRO	78/405,524	4/21/2004	USA
SS SOUTHERN STATES & DESIGN	78/273,124	7/11/2003	USA
WEATHERSHED	78/420,156	5/17/2004	USA

REGISTERED TRADEMARKS			
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FARMERFIRST	2,602,043	7/30/2003	USA
FARMERFIRST	2,729,565	6/24/2003	USA
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FEATHERED FRIEND	1,554,740	9/05/1989	USA
FEATHERED FRIEND & DESIGN	1,516,596	12/13/1988	USA
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PERFORMANCE CHAMPION	783,302	1/12/1965	USA
PIG RACER	2,340,628	4/11/2000	USA
PORK MAKER	712,210	3/07/1961	USA
QUID CATTLE SYSTEMS	2,543,947	3/05/2002	USA
RECORD MAKER	2,291,461	11/09/99	USA

067035.01406/11368820v1

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SPUNKY	1,178,393	11/17/1981	USA
SS & DESIGN	842,960	1/23/1968	USA
SS CHEMICLEAN	2,409,481	11/28/2000	USA
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SS FOAMMAX	2,422,237	1/16/2001	USA
SS ONTARGET	2,462,600	6/19/2001	USA
SS SOUTHERN STATES & DESIGN	1,977,506	6/04/1996	USA
SS SOUTHERN STATES & DESIGN	1,815,294	1/04/1994	USA
SS SUREMARK	2,414,712	12/19/2000	USA
STATESMAN	2,743,259	7/29/2003	USA
THE ORIGINAL GARDEN ON THE SPOT & DESIGN	1,640,113	4/09/1991	USA
TOTALGRO	2,657,921	12/10/2002	USA
TRANSLATOR	2,314,899	2/01/2000	USA
WOODPECKER'S PICK	2,404,862	11/14/2000	USA

067035.01406/11368820v1

Supplement to Amended and Restated Trademark Security Agreement

This Supplement to Amended and Restated Trademark Security Agreement ("Supplement"), dated as of October 19, 2004, is entered into by Southern States Cooperative, Incorporated, a Virginia agricultural cooperative corporation ("Pledgor"), with an address of 6606 West Broad Street, Richmond, Virginia, 23230, and delivered to CoBank, ACB, as Agent ("Agent"), with an address of 5500 S. Quebec Street, Greenwood Village, Colorado, 80111, on behalf of Lenders (as defined below), and CoBank, ACB, in its capacity as Collateral Agent pursuant to the terms of the Intercreditor and Agency Agreement (as defined below) ("Collateral Agent").

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Amended and Restated Loan and Security Agreement, dated October 19, 2004 by and among Pledgor, Agent, certain lenders and issuers of letters of credit who from time to time are party thereto (collectively, "Lenders") (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Loan Agreement") that amends and restates, but does not extinguish the indebtedness evidenced by (other than with respect to repayment of the Term Loan referenced therein), that certain Amended, Restated and Consolidated Loan and Security Agreement dated September 18, 2001, (ii) that certain Intercreditor and Agency Agreement dated as of September 18, 2001 among Agent, Lenders, Agway and Collateral Agent (as amended, supplemented, restated, replaced, or otherwise modified, from time to time, most recently by that certain Amendment to Intercreditor and Agency Agreement dated as of even date herewith, "Intercreditor Agreement") and (iii) that certain Amended and Restated Trademark Security Agreement, dated September 18, 2001, by and between Pledgor, Collateral Agent and Agent on behalf of Lenders, and Agway, Inc. (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Loan Agreement, the Intercreditor Agreement and the Trademark Security Agreement, Pledgor granted to Agent, on behalf of Lenders and Collateral Agent a lien on and security interest in all of Pledgor's Trademarks (as defined therein).

C. The indebtedness owing to Agway, Inc. has been assigned to Stonehill Institutional Partners, L.P. ("Stonehill") and repaid in full and all security interests in favor of Agway, Inc. and/or Stonehill have been terminated. As such, the Collateral Agent now holds the lien granted under the Trademark Security Agreement solely for the benefit of Agent on behalf of the Lenders.

D. Pledgor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks").

E. Pledgor, Agent and Collateral Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Agent's and Collateral Agent's lien on

and security interest in the Additional Trademarks, as set forth more fully in the Trademark Security Agreement and for recording in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents(as defined in the Loan Agreement) and the Intercreditor Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent for the ratable benefit of Lenders and Collateral Agent for the benefit of the Secured Parties (as defined in the Intercreditor Agreement it being acknowledged that "Secured Parties" no longer includes Agway, Inc.), in all of its present and future right, title and interest in and to the Additional Trademarks, together with all the goodwill of Pledgor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the rights and remedies of Collateral Agent and Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement, the Intercreditor Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement, the Intercreditor Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 2 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement, the Intercreditor Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

SOUTHERN STATES COOPERATIVE,
INCORPORATED

By: Leslie T. Newton
Name: Leslie T. Newton
Title: Executive Vice President and
Chief Financial Officer
Telephone: 804-281-1000
Facsimile: 804-281-1383
Attention: President

Approved and Accepted:

CoBANK, ACB for itself as Collateral
Agent and on behalf of Agent and Lenders
pursuant to the Intercreditor Agreement

By: Theodore D. Tico
Name: Theodore D. Tico
Title: Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Virginia : SS
COUNTY OF Henrico :

On this 15th day of Oct, 2004, before me personally appeared Leslie T. Newton
Executive Vice President &
who being duly sworn, deposes and says that he/she is the Chief Financial of Southern
Officer
States Cooperative, Incorporated, the corporation described in the foregoing document, that
he/she in such capacity as officer of said corporation is authorized to execute on behalf of the
said corporation the foregoing document for the purposes contained therein, and that he/she is
the person whose name and signature is subscribed to the foregoing document.

Judy A. Chavis
Notary Public

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