

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southern States Cooperative, Incorporated		12/08/2011	CORPORATION: VIRGINIA
Southern States Holdings, Inc.		12/08/2011	CORPORATION: VIRGINIA
SSC Insurance Agency, Incorporated		12/08/2011	CORPORATION: VIRGINIA
Southern States Underwriters, Incorporated		12/08/2011	CORPORATION: VIRGINIA
Southern States Ventures, L.C.		12/08/2011	LIMITED LIABILITY COMPANY: VIRGINIA
Virginia Seed Service, Incorporated		12/08/2011	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Cobank, ACB
Street Address:	5500 South Quebec St.
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3065355	AGWAY
Registration Number:	3065356	AGWAY
Registration Number:	3762695	AGWAY ENVIRONMENTALLY FRIENDLY PRODUCTS
Registration Number:	3543120	BRANDS YOU TRUST. PEOPLE WHO KNOW.
Registration Number:	3446355	CARBCONTROL
Registration Number:	2578415	CRITTER FEAST
Registration Number:	3638821	ECO AWARE

CH \$665.00 3065355

Registration Number:	3762694	ECO AWARE AGWAY ENVIRONMENTALLY FRIENDLY PRODUCTS
Registration Number:	3381556	EQUUSSOURCE
Registration Number:	3671427	EQUUSSOURCE
Registration Number:	3671428	EQUUSSOURCE
Registration Number:	3474898	FEEDMASTER
Registration Number:	3528425	FEEDMASTER
Registration Number:	3474897	FEEDMASTER CERTIFIED FEED SPECIALIST
Registration Number:	3528424	FEEDMASTER CERTIFIED FEED SPECIALIST
Registration Number:	3446854	FIELDMASTER
Registration Number:	3672404	FRESH FROM THE HEART · FRESH FROM THE FARM ·
Registration Number:	3853073	· FRESH FROM THE HEART · FRESH FROM THE FARM
Registration Number:	3540193	GOLD LABEL PLUS
Serial Number:	85130876	LEGENDS OMEGA PLUS
Registration Number:	3481839	PERFORMANCETECH
Registration Number:	3692375	RAINSHED
Serial Number:	85136257	READY GREEN
Registration Number:	3850273	STATESMAN
Registration Number:	3850274	STATESMAN
Registration Number:	3031590	WEATHERSHED

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0077262-000014
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	12/09/2011

Total Attachments: 18

TRADEMARK
REEL: 004675 FRAME: 0458

source=cobank-southern states security agreement#page1.tif
source=cobank-southern states security agreement#page2.tif
source=cobank-southern states security agreement#page3.tif
source=cobank-southern states security agreement#page4.tif
source=cobank-southern states security agreement#page5.tif
source=cobank-southern states security agreement#page6.tif
source=cobank-southern states security agreement#page7.tif
source=cobank-southern states security agreement#page8.tif
source=cobank-southern states security agreement#page9.tif
source=cobank-southern states security agreement#page10.tif
source=cobank-southern states security agreement#page11.tif
source=cobank-southern states security agreement#page12.tif
source=cobank-southern states security agreement#page13.tif
source=cobank-southern states security agreement#page14.tif
source=cobank-southern states security agreement#page15.tif
source=cobank-southern states security agreement#page16.tif
source=cobank-southern states security agreement#page17.tif
source=cobank-southern states security agreement#page18.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Agreement**"), dated as of December 8, 2011 is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "**Pledgor**" and collectively, the "**Pledgors**") and **COBANK, ACB**, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among Southern States Cooperative, Incorporated (the "**Borrower**"), the Guarantors a party thereto (the "**Guarantors**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Colorado as amended from time to time (the "**Code**").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following intellectual property owned by Pledgors: all trade names, patent applications, patents, trademark applications, and registered and unregistered trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "**Secured Obligations**" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any provider of any Lender-Provided Interest Rate Hedge or any provider of any Lender-Provided Financial Service Product under the Credit Agreement, any of the other Loan Documents and other documents governing the Lender-Provided Financial

Service Product and Lender-Provided Interest Rate Hedge, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any provider of any Lender-Provided Interest Rate Hedge or any provider of any Lender-Provided Financial Service Product now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement, any of the other Loan Documents, or other documents governing the Lender-Provided Financial Service Product and Lender-Provided Interest Rate Hedge, as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights. This Agreement grants only a security interest on the terms set forth herein, and no assignment, conveyance or transfer rights in the Patents, Trademarks and Copyrights shall be made hereunder except pursuant to Administrative Agent's exercise of its right to take assignment of the Patents, Trademarks and Copyrights, pursuant to the power of attorney granted in Section 8, to assign and take assignment of the Patents, Trademarks and Copyrights pursuant to its proper exercise of its rights pursuant to an Event of Default.

3. Each Pledgor jointly and severally represents and warrants and covenants that:

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

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor, either solely or collectively with the other Pledgors, is the exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person and is currently outstanding that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has employed reasonable diligence to use, and will continue to employ such diligence to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights as required by applicable law, except for those Patents, Trademarks and Copyrights that are hereafter allowed to be abandoned or lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent;

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets; and

(k) such Pledgor shall use its best efforts to cause the registrations listed on Schedule B hereto, which liens in favor of the secured party have been terminated, to be released of record by the United States Patent and Trademark Office.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering

into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been Paid in Full, all Commitments have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license Patents, Trademarks and Copyrights in the ordinary course of business without the Administrative Agent's consent to suppliers, independent contractors, retailers, customers and others to facilitate the manufacture, use, promotion and sale of such Pledgor's products.

6. If, before the Secured Obligations shall have been Paid In Full and all Commitments have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product have expired or been terminated, any Pledgor shall own any new Patents, Trademarks and Copyrights, including any reissue, division, continuation, renewal, extension, or continuation in part of any Patent or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Denver, Colorado or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at

least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as all of the Secured Obligations shall have been Paid In Full and all Commitments shall have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product have expired or been terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been Paid in Full and the Commitments shall have terminated, and the Letters of Credit and Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable

judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor(s) bringing such action or proceeding shall select counsel and control the prosecution of such action, but shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this

Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product and the value of the benefits described in Paragraph 24 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product, or

(ii) the excess of: (A) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (B) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 25 hereof with respect to additions and supplements to Schedule A hereto.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by, construed, and enforced in accordance with the internal law of the State of Colorado, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in

respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of Colorado.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any courts of the State of Colorado sitting in Denver County and of the United States District Court of Colorado and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Colorado state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 19. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement.

20. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

22. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights, (b) to receive the various notifications such Pledgor is required to deliver hereunder, (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (d) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

25. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

26. This Agreement hereby amends and restates, in its entirety, the existing Amended and Restated Trademark Security Agreement, dated as of September 18, 2001, as supplemented by that certain Supplement to Amended and Restated Trademark Security Agreement, dated as of June 30, 2004 (the "Existing Intellectual Property Security Agreement"), by and among the parties thereto; the parties hereto agree and acknowledge that this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Existing Intellectual Property Security Agreement or under the Credit Agreement or any of the other Loan Documents.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO INTELLECTUAL SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intent that it constitutes a sealed instrument.

PLEDGORS:

BORROWER:

**SOUTHERN STATES COOPERATIVE,
INCORPORATED**, a Virginia agricultural cooperative
corporation

By: 

Name: Leslie T. Newton

Title: Executive Vice President

TRADEMARK

REEL: 004675 FRAME: 0469

[SIGNATURE PAGE TO INTELLECTUAL SECURITY AGREEMENT]

GUARANTORS:

SOUTHERN STATES HOLDINGS, INC.

By: Leslie T. Newton
Name: Leslie T. Newton
Title: Treasurer

**SSC INSURANCE AGENCY,
INCORPORATED**

By: Rex P Honodel
Name: Rex P Honodel
Title: President

**SOUTHERN STATES UNDERWRITERS,
INCORPORATED**

By: Rex P Honodel
Name: Rex P Honodel
Title: President

SOUTHERN STATES VENTURES, L.C.

By: Leslie T. Newton
Name: Leslie T. Newton
Title: Treasurer

VIRGINIA SEED SERVICE, INCORPORATED

By: Leslie T. Newton
Name: Leslie T. Newton
Title: Treasurer

[SIGNATURE PAGE TO INTELLECTUAL SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

COBANK, ACB, as Administrative Agent

By: 

Name: Alan V. Schuler

Title: Vice President

**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Southern States Cooperative, Inc. Registered Trademarks and Applications as of November 30, 2011

MARK	*SERIAL/ REG #	FILING/REG. DATE	GOODS/SERVICES
Adept	2,534,283	1/29/2002	Agricultural adjuvant for the purpose of enhancing pesticide performance
Affix	2,485,311	9/4/2001	Adjuvant used in the application of pesticides
Agway	808,749	5/24/1966	Lawn fertilizer, garden fertilizer, plant foods, mulches, composts, liquid fertilizers, soil conditions, ammonium sulfate sold as fertilizer and peat moss
Agway	813,726	8/30/1966	Lawn and grass seed, garden seed, field seed (ryegrass), clover seed, alfalfa seed, bean seed, bluegrass seed, plant bulbs, rose bushes, soil, limestone, packaged plug of turf, pet litter, oyster shells, calcite crystals, poultry grit, potting soils, granite grit for poultry, charcoal birquettes and charcoal lighter
Agway	816,100	10/4/1966	Hand and power operated sprayers and dusters for agricultural use
Agway	818,977	11/22/1966	Blacktop driveway sealer
Agway	823,866	2/14/1967	Rope
Agway	858,931	10/22/1968	House brooms, barn brooms, household brushes, dairy brushes and stock brushes
Agway	859,518	11/5/1968	Insecticides, fungicides, herbicides, water softening preparations, preparation for controlling crab grass, rodenticide
Agway	1,847,932	8/2/1994	Retail general merchandise store services
Agway & color design	3,065,355	3/7/2006	Retail general merchandise store services
Agway & design	3,065,356	3/7/2006	Retail general merchandise store services
Agway Environmentally Friendly Product	3,762,695	3/23/2010	Lawn and garden fertilizer
Beginnings	2,061,693	5/13/1997	Horse feed
Big Strike	1,833,570	5/3/1994	Fertilizers for use in fish food
Big Strike	1,849,533	8/9/1994	Fish food
Brands You Trust/People Who Know	3,543,120	12/9/2008	Retail store services featuring a wide variety of consumer goods of others, retail convenience stores
BufferZone	2,229,944	3/9/1999	Agricultural chemicals, namely adjuvants used in the application of pesticides
Calf Developer	609,751	7/26/1955	Stock feed
Calf Maker	684,124	8/25/1959	Calf feed
Carbcontrol	3,446,355	6/10/2008	Animal feed
Carpetmaker (Int'l class 1)	2,469,695	7/17/2001	Fertilizers for domestic and commercial use
Chloro Gold	2,604,356	8/6/2002	Fungicides for agricultural and commercial use
Critter Feast	2,578,415	6/11/2002	Foodstuffs for domestic and non-domestic animals
Dari-Flo	600,802	1/11/1955	Stock feed for cattle
De-Fac	2,169,079	6/30/1998	Surfactant for use with agricultural insecticides, fungicides and herbicides
Dura Green	730,224	4/24/1962	Grass seed
Easy-Stir	1,641,278	4/16/1991	Coal tar based driveway sealer and filler
Eco Aware	3,638,821	6/16/2009	Lawn and garden fertilizer
Eco Aware Agway Environmentally Frien	3,762,694	3/23/2010	Lawn and garden fertilizer
Equimin	1,822,290	2/22/1994	Vitamin and mineral supplement for horses
Equitech	1,906,735	7/18/1995	Horse feed
EQUUSSOURCE	3,381,556	2/12/2008	Animal feed; horse feed
EQUUSSOURCE	3,671,427	8/25/2009	Providing a website for the benefit of horse owners with information relatint to animal husbandry, namely in relation to horses
EQUUSSOURCE	3,671,428	8/25/2009	Printed matter, namely newsletters, magazines, instructional materials and teaching materials about horses and horse related topics
Farmerfirst	2,602,043	7/30/2002	Providing technical information in the field of agronomy and agriculture
Farmer's Catch	2,349,114	5/9/2000	Food, namely fish
Feeder's Select	1,560,070	10/10/1989	Bird seed
Feedmaster	3,474,898	7/29/2008	Training in the use and sale of animal feed

MARK	*SERIAL/ REG #	FILING/REG. DATE	GOODS/SERVICES
Feedmaster	3,528,425	11/4/2008	Consultation services in the field of animal feed, forage analysis, animal feed use recommendations and animal feed nutrition
Feedmaster Certified Feed Specialist & design	3,474,897	7/29/2008	Training in the use and sale of animal feed
Feedmaster Certified Feed Specialist & design	3,528,424	11/4/2008	Consultation services in the field of animal feed, forage analysis, animal feed use recommendations and animal feed nutrition
Fieldmaster	3,446,854	6/10/2008	Electric fence chargers
Forage Extender	766,109	3/3/1964	Livestock feed
Fresh From the Heart/Fresh From the Farm (Stylized)	3,672,404	8/25/2009	Pet food
Fresh From the Heart/Fresh From the Farm (Stylized)	3,853,073	9/28/2010	Animal feed
Genomax	1,909,408	8/1/1995	Swine feed
Gold Label Plus	3,540,193	12/2/2008	Binder and baler twine; twine
Golden Song	1,910,788	8/8/1995	Bird seed
Green Charger	1,529,163	3/14/1989	Fertilizers and lime for agricultural, home, garden or commercial use
Green Lawn	733,641	7/3/1962	Fertilizers
Green-Gro	2,985,269	8/16/2005	Fertilizer for domestic, commercial and agricultural use
Grower's Pride	1,561,706	10/24/1989	Fertilizer
Growmaster	1,264,470	1/17/1984	37 - Custom application of plant foods, pesticides, herbicides and fungicides. 42 - Providing soil and plant tissue sampling and laboratory reports; providing plant food, pesticide, herbicide and fungicide use recommendations; providing agronomic information and records relating to farming
Growmaster	1,312,861	1/8/1985	01 - Fertilizers for agricultural use. 31 - Seeds for agricultural use-namely barley, corn, oats, soybeans and wheat
HI-Traction	1,622,533	11/13/1990	Coal tar based driveway sealer and filler
Legends	2,095,646	9/9/1997	Horse feed
Legends Omega Plus	85/130,876		Extruded flaxseed-based dietary supplement for performance, show and breeding horses, providing significant levels of Omega-3 and Omega-6 fatty acids
Lil' Strike	2,376,162	8/8/2000	Fish feed
Maxi-Grow	1,971,323	4/30/1996	Cattle feed
Milk Maker	728,688	3/13/1962	Cattle feed
Performancetech	3,481,839	8/5/2008	Animal feed
Pet HQ	1,685,721	5/5/1992	Animal collars, leashes and rawhide chews
Pet HQ	1,719,245	9/22/1992	Preparations for animals, namely flea and tick shampoos and crème rinses, flea and tick dips, flea and tick collars, flea and tick sprays, flea and tick dust
Pro Balanced	1,782,849	7/20/1993	Dog and cat food
Pro-Way	2,125,743	12/30/1997	Feed for cattle
Rainshed	3,692,375	10/6/2009	Animal feed; animal feed with non-medicated additive that provides moisture resistance
Ready Green	85/136,257		Grass seed
Reliable	2,534,284	1/29/2002	Agricultural adjuvant for the purpose of enhancing pesticide performance
Reliance	1,841,458	6/21/1994	Horse feed
Revitalize	85/292,023		medicated cattle feed
Revitalize	85/292,035		cattle feed
Rock-N-Rooster	2,425,714	1/30/2001	Poultry feed
SG & design	1,849,767	8/16/1994	Diesel fuel
Shadee	85/012,268		Grass seed
Shady Green	1,188,858	2/2/1982	Grass seed mixtures
Southern States	1,341,322	6/11/1985	Animal feed
Southern States	1,396,295	6/10/1986	Fertilizers with and without pesticides
Southern States Medallion Quality Feeds SS & Design	1,349,858	7/16/1985	Animal feed

MARK	*SERIAL/ REG #	FILING/REG. DATE	GOODS/SERVICES
Spot Green	1,640,717	4/9/1991	Lawn grass seed
SS Chemiclean	2,409,481	11/28/2000	Chemical cleaning preparations, namely tank cleaners for agricultural use
SS Foamfree	2,427,524	2/6/2001	Agricultural chemicals, namely defoamers
SS Foammax	2,422,237	1/16/2001	Agricultural chemicals, namely foam markers
SS Ontarget	2,462,600	6/19/2001	Adjuvant used in the application of pesticides
SS Southern States & Design	1,815,294	1/4/1994	Retail consumer goods, agricultural products, lawn and garden equipment and supplies, and convenience store services
SS Southern States & Design	1,977,506	6/4/1996	Gasoline station services
SS Southern States & Design	2,912,895	12/21/2004	Clover seed
SS Suremark	2,414,712	12/19/2000	Chemical colorants, namely spray indicators for use in agricultural spray solutions
Stage	2,200,381	10/27/1998	01 - Lawn fertilizer for domestic use. 05 - Herbicide and/or insecticide mixed with lawn fertilizer for domestic use
Statesman	1,600,379	6/12/1990	Spreaders; water pumps not for vehicles
Statesman	3,850,273	9/21/2010	Bird feeders
Statesman	3,850,274	9/21/2010	Lawn and garden tools for cultivation, weeding and aeration, namely shovels and ensilage forks
Super Gold	2,032,464	1/21/1997	Diesel fuel
Super Green	1,525,164	2/21/1989	Diesel fuel
Translator	2,314,899	2/1/2000	Feed for dairy cattle
Wear Green	712,670	3/21/1961	Grass seed mixture
Weathershed	3,031,590	12/20/2005	Vitamin and mineral supplement for cattle; vitamin and mineral feed supplement for cattle

**SCHEDULE B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Southern States Cooperative, Inc. Marks with Outstanding GE Capital Security Interests on PTO Database

MARK	*SERIAL/ REG #	FILING/REG. DATE	GOODS/SERVICES
Agway	808,749	5/24/1966	Lawn fertilizer, garden fertilizer, plant foods, mulches, composts, liquid fertilizers, soil conditions, ammonium sulfate sold as fertilizer and peat moss
Agway	813,726	8/30/1966	Lawn and grass seed, garden seed, field seed (ryegrass), clover seed, alfalfa seed, bean seed, bluegrass seed, plant bulbs, rose bushes, soil, limestone, packaged plug of turf, pet litter, oyster shells, calcite crystals, poultry grit, potting soils, granite grit for poultry, charcoal birquettes and charcoal lighter
Agway	816,100	10/4/1966	Hand and power operated sprayers and dusters for agricultural use
Agway	818,977	11/22/1966	Blacktop driveway sealer
Agway	823,866	2/14/1967	Rope
Agway	858,931	10/22/1968	House brooms, barn brooms, household brushes, dairy brushes and stock brushes
Agway	859,518	11/5/1968	Insecticides, fungicides, herbicides, water softening preparations, preparation for controlling crab grass, rodenticide
Agway	1,847,932	8/2/1994	Retail general merchandise store services
Easy-Stir	1,641,278	4/16/1991	Coal tar based driveway sealer and filler
Green Lawn	733,641	7/3/1962	Fertilizers
HI-Traction	1,622,533	11/13/1990	Coal tar based driveway sealer and filler
Shady Green	1,188,858	2/2/1982	Grass seed mixtures
Spot Green	1,640,717	4/9/1991	Lawn grass seed
Stage	2,200,381	10/27/1998	01 - Lawn fertilizer for domestic use. 05 - Herbicide and/or insecticide mixed with lawn fertilizer for domestic use
Wear Green	712,670	3/21/1961	Grass seed mixture