

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy Court Order authorizing assignment from Agway, Inc. to Southern States Cooperative, Incorporated

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bankruptcy Court, Northern District of New York		05/14/2004	Federal Bankruptcy Court: UNITED STATES

RECEIVING PARTY DATA

Name:	Southern States Cooperative, Incorporated
Street Address:	6606 W. Broad St.
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23260
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	0733641	GREENLAWN
Registration Number:	0808749	AGWAY
Registration Number:	0813726	AGWAY
Registration Number:	0816100	AGWAY
Registration Number:	0818977	AGWAY
Registration Number:	0823866	AGWAY
Registration Number:	0858931	AGWAY
Registration Number:	0859518	AGWAY
Registration Number:	1847932	AGWAY
Registration Number:	1641278	EASY-STIR
Registration Number:	1622533	HI-TRACTION
Registration Number:	1188858	SHADY GREEN
Registration Number:	1640717	SPOT GREEN

OP \$390.00 0733641

Registration Number:	2200381	STAGE
Registration Number:	0712670	WEAR GREEN

CORRESPONDENCE DATA

Fax Number: 8047715777
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (804) 771-5700
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Correspondent Name: Christopher J. Mugel
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ATTORNEY DOCKET NUMBER:	SOU. STATES -- BK. CT. OR
NAME OF SUBMITTER:	Christopher J. Mugel
Signature:	/Christopher J. Mugel/
Date:	06/26/2012

Total Attachments: 6
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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

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MAY 12 2004

In re Agway, Inc.,

CLERK OF THE
BANKRUPTCY COURT
N.D. OF N.Y.
UTICA

OFFICE OF THE BANKRUPTCY JUDGE
UTICA, NY

Debtor.

In re Agway General Agency, Inc.,

Chapter 11
Case No. 02-65872 through
Case No. 02-65877

Debtor.

In re Brubaker Agronomic Consulting Service LLC,

Jointly Administered

Debtor.

In re Country Best Adams, LLC,

Debtor.

In re Country Best-DeBerry LLC,

Debtor.

In re Feed Commodities International LLC,

Debtor.

2004 MAY 12 AM 10: 55
CLERK OF THE
BANKRUPTCY COURT
N.D. OF NY
UTICA

RECEIVED

ORDER PURSUANT TO SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY CODE AUTHORIZING: (A) (i) AGWAY TO ASSUME COOPERATIVE MILLING, INC. SHAREHOLDER AGREEMENT AND BYLAWS, (ii) REDEMPTION AND PURCHASE OF AGWAY'S SHARES IN COOPERATIVE MILLING, INC., (iii) SALE OF FERTILIZER PLANT AREA BUILDINGS, AND (iv) AGWAY TO ASSUME AND ASSIGN RELATED LEASE, (B) (i) SALE OF AGWAY TRADEMARKS AND DOMAIN NAME TO SOUTHERN STATES COOPERATIVE, INCORPORATED, (ii) AGWAY TO ASSUME ASSET PURCHASE AGREEMENT AND LICENSE AGREEMENT, AMEND LICENSE AGREEMENT AND ASSIGN AMENDED LICENSE AGREEMENT TO CHS, INC., (iii) AGWAY TO ASSUME AND ASSIGN SUBLEASE AND SUB-SUBLEASE AGREEMENTS TO SOUTHERN STATES, AND (iv) AGWAY TO GRANT RELATED RELEASES AND (C) PRIVATE SALES IN CONNECTION THEREWITH

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Upon the motion, dated April 14, 2004 (the "Motion") of Agway, Inc. ("Agway" or the "Debtor"), as debtor and debtor in possession, for orders authorizing, pursuant to sections 105(a), 363, 365(a) and 1146(c) of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), (A)(i) Agway to assume Shareholder Agreement¹ and Bylaws, (ii) redemption and purchase of the Purchased Stock by Cooperative Milling, Inc. ("Cooperative Milling") pursuant to the terms of the Redemption Agreement, (iii) Agway to sell its interests in the Fertilizer Plant Area Buildings to Cooperative Milling and (iv) Agway to assume and assign to Cooperative Milling its interest in the Fertilizer Plant Area Lease, (B)(i) Agway to sell the Assigned Trademarks and Domain Name to Southern States Cooperative, Incorporated ("Southern States") pursuant to the terms of the Trademark Sale Agreement, (ii) Agway to assume the June 2000 Purchase Agreement and Southern States License Agreement, amend the Southern States License Agreement and assign the Amended Southern States License Agreement to CHS, Inc. ("CHS"), (iii) Agway to assume and assign the Sublease and Sub-Sublease to Southern States, and (iv) Agway to grant related releases, and (c) to conduct private sales in connection therewith; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § § 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. § § 1408 and 1409; and due and proper notice of the Motion having

¹ Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Motion.

been provided to those parties entitled to notice under the Sublease, the Sub-Sublease, the Fertilizer Plant Area Lease, the June 2000 Purchase Agreement, and the Southern States License Agreement, and those parties entitled to notice pursuant to this Court's order dated December 26, 2002 establishing notice procedures in these cases; and there being no other or further notice required; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors and being supported by sound business reasons; and the Court having reviewed the Motion; and a hearing having been held before the Court at which all interested parties were heard (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore, it is hereby

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,
AND DECREED THAT:**

1. The Motion shall be, and it hereby is, GRANTED.
2. All objections to the Motion or the relief requested therein, if any, that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits.
3. Agway is authorized to assume the Shareholder Agreement and the Bylaws, and the June 2000 Purchase Agreement pursuant to section 365 of the Bankruptcy Code.

4. Each of the Redemption Agreement and the Trademark Sale Agreement between Agway, Cooperative Milling and Southern States and all of the terms and conditions thereof, are hereby approved.

5. Agway is authorized to assume the Southern States License Agreement, amend the Southern States License Agreement, and assign the Amended Southern States License Agreement to CHS pursuant to section 365 of the Bankruptcy Code, subject to the rights of Southern States in the Feathered Friends Marks.

6. Agway is authorized to assume and assign the Sublease and Sub-Sublease to Southern States pursuant to section 365 of the Bankruptcy Code. Agway is also authorized to assume and assign the Fertilizer Plant Area Lease to Southern States.

7. Pursuant to 363(b) of the Bankruptcy Code, Agway is authorized and directed to consummate the redemption of the Purchased Stock, pursuant to and in accordance with the terms and conditions of the Redemption Agreement.

8. Pursuant to 363(b) of the Bankruptcy Code, Agway is authorized and directed to consummate the sale of the Fertilizer Plant Area Buildings, pursuant to and in accordance with the terms and conditions of the Redemption Agreement, subject to the Fertilizer Plant Area Lease.

9. Pursuant to 363(b) of the Bankruptcy Code, Agway is authorized and directed to consummate the sale of the Assigned Trademarks and Domain Name, pursuant to and in accordance with the terms of the Trademark Sale Agreement.

10. Agway is authorized and directed to execute and deliver, and empowered to perform under, consummate and implement the Redemption Agreement and the Trademark Sale Agreement, together with all additional instruments and

documents that may be reasonably necessary or desirable to implement the Redemption Agreement and the Trademark Sale Agreement, and to take all further actions as may be reasonably requested by Cooperative Milling, Southern States for the purpose of assigning, transferring, granting, and conveying the assets subject to the proposed transactions to Cooperative Milling and Southern States, as applicable, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Redemption Agreement and the Trademark Sale Agreement.

11. The sale of the Purchased Stock, Fertilizer Plant Area Buildings, and the Trademarks and Domain Name in accordance with the Redemption Agreement and the Trademark Sale Agreement was agreed to in good faith and Cooperative Milling and Southern States are granted the protections afforded by section 363(m) of the Bankruptcy Code in the event of a reversal or modification on appeal of this Order.

12. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Stock and the Fertilizer Plant Area Buildings shall be transferred to Cooperative Milling upon consummation of the Redemption Agreement, free and clear of all liens, claims, encumbrances and interests of any kind or nature whatsoever, subject to the Fertilizer Plant Area Lease, with all such liens, claims, encumbrances and interests of any kind or nature whatsoever to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, subject to any claims and defenses the Debtor may possess with respect thereto.


13. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assigned Trademarks and Domain Name shall be transferred to Southern States upon

consummation of the Trademark Sale Agreement, free and clear of all liens, claims, encumbrances and interests of any kind or nature whatsoever, with all such liens, claims, encumbrances and interests of any kind or nature whatsoever to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have as against the Assigned Trademarks, subject to any claims and defenses the Debtor may possess with respect thereto.

14. This order shall be effective immediately and the 10-day stay of Fed. R. Bankr. P. 6004(g) is inapplicable.

15. The Court shall retain jurisdiction over any and all disputes arising under or otherwise relating to the performance and enforcement of the terms and provisions of the Redemption Agreement, the Trademark Sale Agreement and this Order.

Dated: Utica, New York
May 4, 2004



HONORABLE STEPHEN D. GERLING
CHIEF UNITED STATES BANKRUPTCY JUDGE