

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Southern States Cooperative, Incorporated		08/14/2013	Cooperative Corporation: VIRGINIA
Southern States Holdings, LLC		08/14/2013	LIMITED LIABILITY COMPANY: VIRGINIA
SSC Insurance Agency, LLC		08/14/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Southern States Underwriters, LLC		08/14/2013	LIMITED LIABILITY COMPANY: VIRGINIA
Southern States Ventures, L.C.		08/14/2013	Limited Company: VIRGINIA
Virginia Seed Service, Incorporated		08/14/2013	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	1021 E. Cary Street, Suite 1850
City:	Richmond
State/Country:	NEW YORK
Postal Code:	23219
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 98**

Property Type	Number	Word Mark
Registration Number:	2534283	ADEPT
Registration Number:	2485311	AFFIX
Registration Number:	1847932	AGWAY
Registration Number:	808749	AGWAY
Registration Number:	813726	AGWAY
Registration Number:	816100	AGWAY
Registration Number:	818977	AGWAY

Registration Number:	823866	AGWAY
Registration Number:	858931	AGWAY
Registration Number:	859518	AGWAY
Registration Number:	3065355	AGWAY
Registration Number:	3065356	AGWAY
Registration Number:	3762695	AGWAY ENVIRONMENTALLY FRIENDLY PRODUCTS
Registration Number:	2061693	BEGINNINGS
Registration Number:	1833570	BIG STRIKE
Registration Number:	1849533	BIG STRIKE
Registration Number:	3543120	BRANDS YOU TRUST. PEOPLE WHO KNOW.
Registration Number:	2229944	BUFFERZONE
Registration Number:	609751	CALF DEVELOPER
Registration Number:	684124	CALF MAKER
Registration Number:	3446355	CARBCONTROL
Registration Number:	2469695	CARPETMAKER
Registration Number:	2604356	CHLORO GOLD 720
Registration Number:	4255388	CHRONICLE
Registration Number:	2578415	CRITTER FEAST
Registration Number:	600802	DARI-FLO
Registration Number:	2169079	DE-FAC
Registration Number:	730224	DURA-GREEN
Registration Number:	1641278	EASY-STIR
Registration Number:	3638821	ECO AWARE
Registration Number:	3762694	ECO AWARE AGWAY ENVIRONMENTALLY FRIENDLY
Registration Number:	1822290	EQUIMIN
Registration Number:	1906735	EQUITECH
Registration Number:	3381556	EQUUSSOURCE
Registration Number:	3671427	EQUUSSOURCE
Registration Number:	3671428	EQUUSSOURCE
Registration Number:	2349114	FARMER'S CATCH
Registration Number:	1560070	FEEDER'S SELECT
Registration Number:	3474898	FEEDMASTER
Registration Number:	3528425	FEEDMASTER
Registration Number:	3474897	FEEDMASTER CERTIFIED FEED SPECIALIST
Registration Number:	3528424	FEEDMASTER CERTIFIED FEED SPECIALIST

**TRADEMARK**

**REEL: 005089 FRAME: 0332**

	3446854	FIELDMASTER
Registration Number:	4183033	FOR THOSE WHO DO
Registration Number:	766109	FORAGE EXTENDER
Registration Number:	3672404	FRESH FROM THE HEART · FRESH FROM THE FA
Registration Number:	3853073	· FRESH FROM THE HEART · FRESH FROM THE
Registration Number:	1909408	GENOMAX
Registration Number:	3540193	GOLD LABEL PLUS
Registration Number:	1910788	GOLDEN SONG
Registration Number:	1529163	GREEN CHARGER
Registration Number:	733641	GREENLAWN
Registration Number:	2985269	GREEN-GRO
Registration Number:	1561706	GROWERS PRIDE
Registration Number:	1264470	GROWMASTER
Registration Number:	1312861	GROWMASTER
Registration Number:	1622533	HI-TRACTION
Registration Number:	4255389	LEDGER
Registration Number:	2095646	LEGENDS
Registration Number:	4071607	LEGENDS OMEGA PLUS
Registration Number:	2376162	LIL' STRIKE
Registration Number:	1971323	MAXI-GROW
Registration Number:	3481839	PERFORMANCETECH
Registration Number:	4259291	POWERSTROKE
Registration Number:	4259292	POWERSTROKE
Registration Number:	2125743	PRO-WAY
Registration Number:	3692375	RAINSHED
Registration Number:	4071637	READY GREEN
Registration Number:	2534284	RELIABLE
Registration Number:	1841458	RELIANCE
Registration Number:	4147718	REVITALIZE
Registration Number:	4147719	REVITALIZE
Registration Number:	2425714	ROCK-N-ROOSTER
Registration Number:	1849767	SG
Registration Number:	4116336	SHADEE
Registration Number:	1188858	SHADY GREEN
Registration Number:	1341322	SOUTHERN STATES

	1396295	SOUTHERN STATES
Registration Number:	1349858	SOUTHERN STATES MEDALLION QUALITY FEEDS
Registration Number:	1640717	SPOT GREEN
Registration Number:	2409481	SS CHEMICLEAN
Registration Number:	2427524	SS FOAMFREE
Registration Number:	2422237	SS FOAMMAX
Registration Number:	2462600	SS ONTARGET
Registration Number:	1815294	SS SOUTHERN STATES
Registration Number:	2912895	SS SOUTHERN STATES
Registration Number:	1977506	SS SOUTHERN STATES
Registration Number:	2414712	SS SUREMARK
Registration Number:	2200381	STAGE
Registration Number:	1600379	STATESMAN
Registration Number:	3850273	STATESMAN
Registration Number:	3850274	STATESMAN
Registration Number:	2032464	SUPERGOLD
Registration Number:	1525164	SUPER GREEN
Registration Number:	2314899	TRANSLATOR
Registration Number:	712670	WEAR GREEN
Registration Number:	3031590	WEATHERSHED
Serial Number:	85774402	WITH ECO-GREEN APPLIED SCIENCE

**CORRESPONDENCE DATA**

Fax Number: 3026365454

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	763387-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/14/2013

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Original Notes Trustee (as defined in the Intercreditor Agreement) or Additional Notes Trustee (as defined in the Intercreditor Agreement) hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 14, 2013 (as amended, modified, supplemented or replaced from time to time, the “**Intercreditor Agreement**”), between CoBank, ACB, as Agent (“**First Lien Agent**”), and U.S. Bank National Association, as Original Notes Trustee. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Agreement**”), dated as of August 14, 2013 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 U.S. Bank National Association, as collateral agent for the Secured Parties (the “**Collateral Agent**”).

WHEREAS, pursuant to that certain Indenture (as it may hereafter from time to time be restated, amended, modified or supplemented, the “**Indenture**”) of even date herewith by and among **SOUTHERN STATES COOPERATIVE, INCORPORATED** (the “**Company**”), the **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the “**Trustee**”), the Collateral Agent and the Guarantors now or hereafter party thereto (the “**Guarantors**”), the Company issued on the date hereof \$130,000,000 principal amount of 10.000% senior second-lien secured notes due 2021 (together with any Additional Notes issued from time to time under the Indenture, the “**Notes**”) upon the terms and subject to the conditions set forth therein; and

WHEREAS, following the date hereof, the Pledgors may, subject to the terms and conditions of the Indenture and the Security Documents, incur Other Pari Passu Secured Indebtedness (including Additional Notes) that is secured equally and ratably with the Pledgors’ obligations in respect of the Notes;

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 Security Agreement (as defined below) and (ii) the rules of construction set forth in Section 1.3 [Rules of Construction] of the Indenture 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 New York 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) “**Security Agreement**” shall mean that certain security agreement dated [the date hereof] among the Pledgors and the Collateral Agent.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Collateral Agent, for itself and the benefit of the Secured Parties 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 Collateral 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, or 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.

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a second priority Lien on and security interest in Collateral and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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 prior written notice to the Collateral Agent and taking all action as may be necessary to maintain perfection of the security interest created hereunder at all times following such change to the same extent as immediately prior to such change;

(i) such Pledgor will not change its name without providing prior written notice to the Collateral Agent and taking all action as may be necessary to maintain perfection of the security interest created hereunder at all times following such change to the same extent as immediately prior to such change; and

(j) except as permitted by Indenture or any Other Pari Passu Secured Indebtedness Agreement, such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable except as permitted by the Indenture or any Other Pari Passu Secured Indebtedness 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.

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 Secured 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 Holders to purchase the Notes, and that the Collateral Agent and the Secured Parties 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 Collateral Agent and the Secured Parties, 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 Collateral Agent and the Secured Parties, or any of them, shall not be a defense to any action the Collateral Agent and the Secured Parties, or any of them, may elect to take against any Pledgor. Each of the Secured Parties and the Collateral Agent hereby reserves all rights against each Pledgor.

5. If, before the Secured Obligations shall have been Paid In Full, 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 Collateral Agent prompt notice thereof in writing. Each Pledgor agrees to promptly (i) update 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 and (ii) prepare, execute and file with the United States Patent and Trademark Office or United States Copyright Office such modified agreement with respect to such new Patents, Trademarks and Copyrights.

6. Collateral 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 Secured Debt Documents, 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, Collateral 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 adver-



tisement, sell at public or private sale or otherwise realize upon, in a city that the Collateral Agent shall designate by notice to the Pledgors, in New York, NY 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 Collateral 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, Collateral 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.

7. Notwithstanding anything herein or in any other Notes Document or any Other Pari Passu Secured Indebtedness Agreement to the contrary, the Collateral Agent shall exercise remedies and sell the Collateral (as such term is defined in the Indenture) at the direction of the holders of a majority of the aggregate principal amount of all Secured Obligations outstanding at the time of such action; provided that if the Collateral Agent has asked the holders of Secured Obligations for instructions and the applicable holders have not yet responded to such request, the Collateral Agent shall be authorized (but shall not have the duty) to take such actions permitted hereunder which the Collateral Agent believes to be required to promote and protect the interests of the holders of the Secured Obligations and/or to preserve the value of the Collateral (as such term is defined in the Indenture).

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Collateral Agent to make, constitute and appoint any officer or agent of the Collateral Agent, as the Collateral 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 Collateral 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 Collateral 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, this Agreement shall terminate and the Collateral 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 Collateral Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Collateral 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 Collateral 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 Indenture.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Collateral 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, 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.

12. No course of dealing between any Pledgor and the Collateral Agent, nor any failure to exercise nor any delay in exercising, on the part of the Collateral Agent, any right, remedy, power or privilege of the Collateral 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.

13. All of the Collateral Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Secured Debt Documents, 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 Secured Debt Documents, or by law, and the Collateral Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

14. (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 Collateral Agent or any of the Secured Parties 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 Secured Debt Documents and the value of the benefits described in Paragraph 23 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 Secured Debt Documents, 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.

15. 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 5 and Paragraph 24 hereof with respect to additions and supplements to Schedule A hereto.

16. 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.

17. This Agreement shall be governed by, construed, and enforced in accordance with the internal law of the State of New York, 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 New York.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any courts of the State of New York sitting in New York County and of the United States District Court of New York 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 New York 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 Secured Obligation of any Pledgor to any Secured Party remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 18. The Process Agent is the Company, with an office on the date hereof as set forth in the Indenture.

19. 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 Collateral Agent or any Secured Party 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.

20. 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 SECURED DEBT DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

21. 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 as set forth in Section 11.2 [Notices] of the Indenture, to any Other Pari Passu Debt Agent at its respective address specified in the Other Pari Passu Secured Indebtedness Joinder with respect to such Other Pari Passu Secured Indebtedness Agreement. The Collateral Agent and the Secured Parties 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 Collateral Agent and the Secured Parties shall have no duty to verify the identity or authority of the Person giving such notice.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Collateral Agent hereunder and under the other Secured Debt Documents, because the Collateral Agent’s remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Collateral 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 Collateral Agent its attorney-in-fact, and (e) to enforce the Collateral 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.

23. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Company and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Secured Debt Documents 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.

24. At any time after the initial execution and delivery of this Agreement to the Collateral Agent and the Secured Parties, 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 Collateral Agent a Joinder to this Agreement in the form of Exhibit A and, in addition, a new Schedule A hereto shall be provided to the Collateral 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.

25. Each Pledgor agrees that, in the event any Pledgor takes any action to grant or perfect a Lien in favor of the First Lien Agent in any Patents, Trademarks and Copyrights, such Pledgor shall also take such action to grant or perfect a Lien in favor of the Collateral Agent to secure the Secured Obligations without request of the Collateral Agent.

26. Notwithstanding anything contained herein to the contrary, this Agreement has been countersigned by the Collateral Agent not in its individual capacity but solely in its capacity as Collateral

Agent, and in no event shall the Collateral Agent in its individual capacity have any liability for any representations, warranties, covenants, agreements or other obligations hereunder. For all purposes of this Agreement, in the performance of any duties or obligations of the Collateral Agent hereunder, the Collateral Agent shall be subject to, and entitled to the benefits of, the terms and provisions of Article VII of the Indenture.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

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:**

**COMPANY:**

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

By:

Thomas R. Scribner

Name: Thomas R. Scribner  
Title: Chief Executive Officer

**GUARANTORS:**

**SOUTHERN STATES HOLDINGS, LLC**

By: Thomas R. Scribner  
Name: Thomas R. Scribner  
Title: President

**SSC INSURANCE AGENCY, LLC**

By: Kevin M. Brown  
Name: Kevin M. Brown  
Title: President

**SOUTHERN STATES UNDERWRITERS, LLC**

By: Kevin M. Brown  
Name: Kevin M. Brown  
Title: President

**SOUTHERN STATES VENTURES, L.C.**

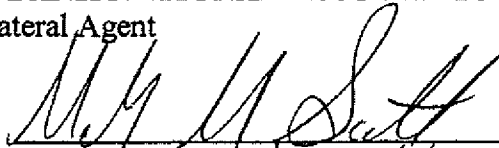
By: James H. Moore  
Name: James H. Moore  
Title: President

**VIRGINIA SEED SERVICE,  
INCORPORATED**

By: Thomas R. Scribner  
Name: Thomas R. Scribner  
Title: President

**COLLATERAL AGENT:**

**U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent**

By:   
Name: *Meloy M. Scott*  
Title: *AVP*



**SCHEDULE A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Southern States Cooperative, Inc.  
Registered Trademarks and Applications as of August 12, 2013

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	1,847,932	8/2/1994	Retail general merchandise store 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 & 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 Products	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 720	2,604,356	8/6/2002	Fungicides for agricultural and commercial use
Chronicle	4,255,388	12/4/2012	Medicated animal feed
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

Southern States Cooperative, Inc.  
Registered Trademarks and Applications as of August 12, 2013

MARK	SERIAL/ REG #	FILING/REG. DATE	GOODS/SERVICES
Eco Aware Agway Environmentally Friend	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
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
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
For Those Who Do	4,183,033	7/31/2012	Retail store services featuring agricultural products, lawn and garden equipment and supplies, products for pets, clothing and footwear and convenience store items
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 plan 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

Southern States Cooperative, Inc.  
Registered Trademarks and Applications as of August 12, 2013

MARK	SERIAL/ REG #	FILING/REG. DATE	GOODS/SERVICES
Ledger	4,255,389	12/4/2012	Medicated animal feed
Legends	2,095,646	9/9/1997	Horse feed
Legends Omega Plus	4,071,607	12/13/2011	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
Performancetech	3,481,839	8/5/2008	Animal feed
Powerstroke	4,259,291	12/11/2012	Medicated animal feed
Powerstroke	4,259,292	12/11/2012	Animal feed
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	4,071,637	12/13/2011	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	4,147,718	5/22/2012	Medicated cattle feed
Revitalize	4,147,719	5/22/2012	Cattle feed
Rock-N-Rooster	2,425,714	1/30/2001	Poultry feed
SG & design	1,849,767	8/16/1994	Diesel fuel
Shadee	4,116,336	3/20/2012	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
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	2,912,895	12/21/2004	Clover seed
SS Southern States & Design	1,977,506	6/4/1996	Gasoline station services
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

Southern States Cooperative, Inc.  
Registered Trademarks and Applications as of August 12, 2013

<b>MARK</b>	<b>SERIAL/ REG #</b>	<b>FILING/REG. DATE</b>	<b>GOODS/SERVICES</b>
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
With Eco-Green Applied Science	85/774402	11/8/2012	Environmentally-friendly slow growing grass seed

**EXHIBIT A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**FORM OF INSTRUMENT OF JOINDER**

JOINDER AGREEMENT dated as of \_\_\_\_\_ (the “Joinder Agreement”) made by **[Insert Name of New Pledgor]** a **[Insert State of Organization]** **[corporation, limited partnership or limited liability company]** (the “Company”) in favor of the Secured Parties (as defined in that certain Intellectual Property Security Agreement dated as of August [ ], 2013 (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “IP Security Agreement”) among the Pledgors referred to therein (the “Pledgors”) and U.S. Bank National Association, as Collateral Agent (as defined in the IP Security Agreement). Capitalized terms used but not defined herein shall have the meanings given to such terms in the IP Security Agreement.

W I T N E S S E T H

The Company is a **[Insert State of Organization]** **[corporation, limited partnership or limited liability company]**, and is a subsidiary of **[Insert name of Pledgor]**. Pursuant to Section 25 of the IP Security Agreement, the Company is required to execute this document as a newly **[formed]** **[acquired]** subsidiary of **[Insert name of Pledgor]**.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company hereby agrees as follows:

**SECTION 1. Assignment and Joinder.**

(a) The Company hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a Pledgor under the IP Security Agreement and all the other Secured Debt Documents applicable to it as a Pledgor. By virtue of the foregoing, the Company hereby accepts and assumes any liability of a Pledgor related to each representation or warranty, covenant or obligation made by a Pledgor in the IP Security Agreement or any other Collateral Document and hereby expressly affirms, as of the date hereof, each of such representations, warranties, covenants and obligations.

(b) The company hereby pledges to the Collateral Agent for the benefit of the Secured Parties all of its right, title and interest to its Patents, Trademarks and Copyrights, including the Patents, Trademarks and Copyrights listed on Schedule 1 hereto.

(c) All references to the term “Pledgor” in the IP Security Agreement or any other Secured Debt Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company.

SECTION 2. Representations and Warranties. The Company hereby represents and warrants to the Collateral Agent as follows:

(a) The Company has the requisite **[corporate, partnership or company]** power and authority to enter into this Joinder Agreement and to perform its obligations hereunder and under the IP Security Agreement and the other Secured Debt Documents to which it is a party. The execution, delivery and performance of this Joinder Agreement by the Company and the performance of its obligations hereunder and under the IP Security Agreement and the other Secured Debt Documents have been duly authorized by the **[Board of Directors of the Company]** and no other **[corporate, partnership or company]** proceedings on the part of the Company are necessary to authorize the execution, delivery or performance of this Joinder Agreement, the transactions contemplated hereby or the performance of its obligations under the IP Security Agreement or any other Secured Debt Document. This Joinder Agreement has been duly executed and delivered by the Company. This Joinder Agreement, the IP Security Agreement and the other Secured Debt Documents each constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its respective terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

(b) The representations and warranties set forth in Section 3 of the IP Security Agreement are true and correct on and as of the date hereof (except to the extent that such representations and warranties expressly relate to an earlier date) with the same effect as if made on and as of the date hereof.

SECTION 3. Further Assurances. At any time and from time to time, the Company will promptly and duly execute and deliver any and all further instruments and documents and take such further action as the Collateral Agent reasonably deems necessary to effect the purposes of this Joinder Agreement.

SECTION 4. Binding Effect. This Joinder Agreement shall be binding upon the Company and shall inure to the benefit of the Secured Parties and their respective successors and assigns.

SECTION 5. Conflict. In the event of a conflict between this Joinder Agreement and the IP Security Agreement, the provisions of the IP Security Agreement will govern.

SECTION 6. GOVERNING LAW. **THIS JOINDER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.**

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

**[NAME OF COMPANY]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SCHEDULE A  
TO  
JOINDER AGREEMENT**