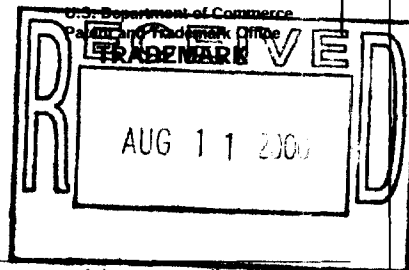


09-18-2000



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☒ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

- ☐ Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other

- ☒ Citizenship/State of Incorporation/Organization

09/15/2000 MTHAI1 00000506 75746053

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
400.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002138 FRAME: 0792

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(757) 518-3206

Name

R. Joel Ankney

Address (line 1)

Mays & Valentine, L.L.P.

Address (line 2)

4425 Corporation Lane, Suite 420

Address (line 3)

Virginia Beach, VA 23462

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75746053

829871

1132812

808749

75723153

1516596

1021320

813726

75723223

1672726

1448763

1847932

Number of Properties

Enter the total number of properties involved.

#

17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

440.00

Method of Payment:

Enclosed



Deposit Account



Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No



Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

R. Joel Ankney

Name of Person Signing

R. Joel Ankney

Signature

8/11/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Agway, Inc.

07282000

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☒

Citizenship State of Incorporation/Organization

Delaware

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name Southern States Cooperative, Incorporated

DBA/AKA/TA

Composed of

Address (line 1)

6606 West Broad Street

Address (line 2)

Address (line 3)

Richmond

City

Virginia

State/Country

23260

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

☒

Corporation

☐

Association

☐

Other

☒

Citizenship/State of Incorporation/Organization

Virginia

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

712670	1188858	733641
1622533	1641278	

LICENSE AGREEMENT

This LICENSE AGREEMENT, dated as of July 31, 2000 (the "Effective Date"), is made by Agway, Inc., a Delaware corporation ("Agway"), and Southern States Cooperative, Incorporated, a Virginia agricultural cooperative corporation ("Southern States").

WHEREAS, Agway and Southern States have entered into an Asset Purchase Agreement dated June 20, 2000, pursuant to which Agway proposes to sell and assign and Southern States proposes to purchase and assume the Consumer Wholesale Dealer Distribution Business (as defined in the Asset Purchase Agreement) of Agway; and

WHEREAS, the Asset Purchase Agreement provides for Agway to license to Southern States the name "AGWAY" and any registered or unregistered trademark or trademarks associated therewith, for use as contemplated by the Asset Purchase Agreement;

NOW THEREFORE, Agway and Southern States enter into the License Agreement for and in consideration of the mutual covenants and agreements set forth in the Asset Purchase Agreement.

1. License. Agway hereby grants to Southern States, for use solely in connection with the Consumer Wholesale Dealer Distribution Business as defined in the Asset Purchase Agreement, a non-exclusive right for the term of this license agreement to use the name "AGWAY" and the registered trademark "AGWAY"® and any other trademarks listed on Annex A (collectively, the "Marks"). throughout the Trade Area in connection with the sale of products manufactured or distributed by Agway or any other third-party authorized with Agway's prior written consent, including, without limitation, the right to use the Marks in sales brochures, point-of-sale store displays, in Southern States' web site, excluding domain names or within domain names, and for other marketing purposes; provided, however, that during the term of this License Agreement Agway agrees that it will not license or sublicense any other person to use the Marks in the Trade Area in competition with the Consumer Wholesale Dealer Distribution Business operated by Southern States. Southern States also shall have the right, in its sole discretion, to sub-license dealers who execute a trademark license agreement, which complies with the terms of this License Agreement, with Southern States and enter into a Dealer Agreement with Southern States for the distribution of products sold by Agway and/or Southern States or other vendors, to use the name "AGWAY" in their trade name if they desire to do so. Southern States shall also have the right, in its sole discretion, to sub-license to Statesman Financial Corporation ("Statesman"), the non-exclusive right to provide credit cards and services related thereto (hereinafter "Credit") which use the name "AGWAY" and the Marks on such credit cards and associated invoices, provided, that Statesman executes a trademark sub-license agreement with Southern States (the "Statesman Sublicense") pursuant to which Statesman agrees to comply with all relevant terms of this License Agreement, and provided further that if either (i) there is a Change in Control of Statesman (as hereinafter defined) or (ii) if Statesman violates any of the terms of the Statesman Sublicense including, but not limited to, the provisions of section 2 hereof relating to quality control and right to approve use of the Marks, then, in either such event, Agway shall have the right to require Southern States to terminate the Statesman Sublicense. Neither Southern States nor any third party shall have the right to

manufacture any products bearing the Marks unless previously authorized in writing by Agway to do so. The license of the Marks related to the FEATHERED FRIEND mark granted hereunder is limited to FEATHERED FRIEND products manufactured or provided by Agway unless otherwise authorized in writing by Agway. For purposes of this License Agreement, the term "Change in Control of Statesman" shall mean one or more sales or transfers, by operation of law or otherwise, or the creation of new stock or ownership interests, by which an aggregate of more than fifty percent (50%) of the stock in Statesman shall become vested, legally or beneficially, in a party or parties which are not agricultural cooperatives.

2. Quality Control and Right to Approve Use of Marks. Except as otherwise provided herein, any use of the Marks by Southern States after the Closing shall only be as authorized in writing by Agway. Southern States shall be responsible for and shall ensure that all goods and services provided and offered by Southern States under the Marks shall be advertised, offered and provided in a high quality manner and suited to the protection and enhancement of the goods and/or services used in association with the Marks and the good will pertaining thereto, and shall meet or exceed (i) Agway's commercially reasonable quality standards and inspection and approval requirements as provided by Agway to Southern States and its sublicensees in writing from time to time as part of Agway's trademark and service mark quality assurance activities; and (ii) any and all government standards, regulations, guidelines, rules, laws, or the like regarding such goods and/or services. Southern States shall cooperate with Agway in facilitating Agway's control of the quality of goods offered under the Marks to permit reasonable, periodic inspection of Southern State's and its sublicensees' operations, at reasonable times and with reasonable notice and as coordinated with Southern States' Procurements Department, and to supply Agway with specimens of all uses of the Marks upon request. Moreover, Southern States and its sublicensees shall upon request submit to Agway for inspection current production samples, advertising, tags, shipping materials, packaging, and labels of the goods and pictures and advertising of the services used with the Marks. Southern States shall monitor its sublicensees and manufacturers to assure compliance with the provisions set forth in this Section. Southern States shall promptly notify Agway upon learning of a material failure by a sublicensee or manufacturer to comply with the provisions set forth in this Section and shall take all corrective actions as may be necessary or appropriate to prevent the failure from recurring; and, in Agway's discretion, Southern States shall terminate the sublicensee and/or manufacturer if such party intentionally or repeatedly fails to comply with the provisions set forth in this Section.

3. Term. The initial term of this License Agreement shall be ten (10) years from the Effective Date. Should Southern States fail to comply with any provision of this License Agreement, Agway may terminate this License Agreement upon 30 days' written notice to Southern States, provided Southern States has not corrected such default during the notice period. If Southern States makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankrupt, then all the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Agway.

4. Payments. This License Agreement and the rights granted to Southern States hereunder are subject to and contingent upon the continued payments in accordance with Section 14.1.6 of the Asset Purchase Agreement.

5. Option to Extend. Southern States shall have the right, at its election, and at no additional cost to it, by written notice to Agway on or before the ninth anniversary of the Effective Date of this License Agreement, to extend the license granted hereby on the terms provided for under this License Agreement, for an additional five-year period commencing upon the expiration of the initial ten (10) year term provided for in Section 3 above; and Southern States shall have the further right, at its election, and at no additional cost to it, by written notice to Agway on or before the 14th anniversary of the Effective Date of this License Agreement, to extend the license granted hereby, on the terms provided for under this License Agreement, for an additional five-year period commencing upon the expiration of the first five (5) year extension provided for in this Section 5.

6. Ownership of Marks. Agway hereby represents and warrants that (i) it is the exclusive owner of the Marks, and (ii) to the best of its knowledge, has received no notice that the Marks infringe upon any mark protected by the trademark laws of the United States; and Southern States hereby acknowledges Agway's exclusive right, title, and interest in and to the Marks and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest. In connection with use of the Marks, Southern States will not in any manner represent that it has any ownership in the Marks thereof, and Southern States acknowledges that use of the Marks will not create in Southern States' favor any right, title, or interest in or to the Marks, but all uses of the Marks by Southern States and its sublicensees will inure to the benefit of Agway. Upon termination of this Agreement in any manner provided herein, Southern States and sublicensees will cease and desist from all use of the Marks in any way, and Southern States will at no time adopt or use, without Agway's prior written consent, any word or mark which is likely to be similar to or confusing with any of the Marks. Southern States also agrees it will not assign this License Agreement, by operation of law or otherwise, without the prior written consent of Agway, and may not sublicense the Marks except as expressly provided herein.

7. Option to Terminate. In the event Agway shall merge into any other entity in which it or an affiliate is not the surviving entity, or sell all or substantially all its agricultural assets to another entity or contribute all or substantially all such assets to an entity owned or controlled 50% or more, directly or indirectly, by one or more third-parties, or engages in any other transaction constituting a change-in-control of Agway, then in such event, Southern States shall have the right, which right shall be exercised by written notice to Agway within ninety (90) days of the first public announcement of the effective date of such change-in-control transaction, to elect to terminate this License Agreement. In the event Southern States shall elect to terminate this Agreement pursuant to this Section 7, then Southern States' obligation to make any further payments under section 14.1.6 of the Asset Purchase Agreement also shall terminate as of the date of termination.

8. No Limitation on Other Trade Names or Brand Names in the Trade Area. Nothing contained in this License Agreement or the Asset Purchase Agreement shall be deemed to preclude Southern States from licensing new dealers in the Trade Area to do business under a

trade name other than "AGWAY" or from selling products in the Trade Area utilizing brand names other than "AGWAY" through persons with whom it has a Dealer Agreement in effect, or through any other person.

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

10. Indemnity. Agway assumes no liability to Southern States or its sublicensees or to third parties with respect to the performance characteristics of products manufactured, distributed, or sold by Southern States under the Marks (provided such products are not manufactured by Agway) or to the use of the Marks in the Trade Area. Southern States hereby agrees to indemnify, defend, and hold harmless Agway against any and all claims, suits, losses, damages and expenses, including attorneys fees, arising out of or based upon the manufacture, distribution or sale by Southern States, its sublicensees, and/or third-party manufacturers (other than Agway) who manufacture such products for Southern States or its sublicensees and the use by third parties of such products distributed or sold by Southern States, its sublicensees, and/or third party manufacturers or arising out of any alleged unauthorized use of any Marks by Southern States, its sublicensees and/or third party manufacturers.

11. Definitions. Capitalized terms used in this License Agreement shall have the meaning ascribed to them in the Asset Purchase Agreement, unless expressly defined herein.

12. Successors and Assigns. Agway hereby agrees that this License Agreement shall be binding upon its representatives, successors and assigns.

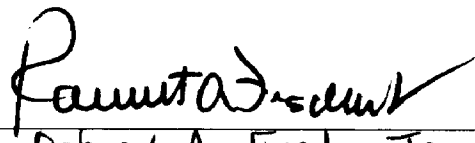
13. Governing Law. Agway hereby agrees that this License Agreement shall be governed by the laws of the State of Delaware.

14. Counterparts. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

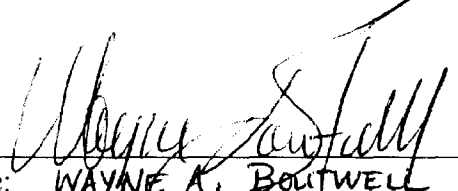
15. Maintenance of Marks. Agway agrees to take all necessary and appropriate actions to maintain the validity and enforceability of the Marks during the term of this License Agreement, including payment of all required fees.

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

AGWAY, INC.

By 
Name: Robert A. Fischer, Jr.
Title: Vice President

SOUTHERN STATES COOPERATIVE, INC.

By 
Name: WAYNE A. BOUTWELL
Title: PRESIDENT AND CEO

STATE OF Virginia)

CITY/COUNTY OF Henrico)

The foregoing instrument was acknowledged before me by Robert A. Fischer, Jr., Vice President, for and on behalf of Agway, Inc. this 28th day of July, 2000.

Judy A. Chavis
Notary Public

My commission expires 1-31-03.

STATE OF Virginia)

CITY/COUNTY OF Virginia)

The foregoing instrument was acknowledged before me by Wayne A. Boutwell, President and CEO, for and on behalf of Southern States Cooperative, Incorporated, this 28th day of July, 2000.

Judy A. Chavis
Notary Public

My commission expires 1-31-03.

Annex A of
License Agreement

TRADEMARKS		
Mark	Serial Number	Registration Number
Feathered Friend®	-----	#829, 871
Feathered Friend and Design®	-----	#1,516,596
Favorite™	-----	-----
Birdsnack®	-----	#1,672,726
Flyer's Choice®	-----	#1,132,812
Cardinal's Choice®	-----	#2,021,320
Shell-less Select™	#75/746,053	-----
Woodpecker's Pick™	#75/723,153	-----
Chickadee's Choice™	#75/723,223	-----
Finch Delight®	-----	#1,448,763
Agway®	-----	#808,749; #813,726; #1,847,932 only
Sunny Green™	-----	-----
Wear Green®	-----	#712,670
Shady Green®	-----	#1,188,858
Greenlawn®	-----	#733,641
Grassroots™	-----	-----
Hi-Traction®	-----	#1,622,533
Easy-Stir®	-----	#1,641,278
Agway® People Who Know. Brands You Trust™	-----	-----
Agway® Your Yard Garden and Pet Place™	-----	-----

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