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101602000

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

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

2. Name and address of receiving party(ies):
Name: **CoBank, ACB, as collateral agent**

Address: **5500 South Quebec Street**

- Individual
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

City **Greenwood Village** State **Colorado** ZIP **80111**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **farm credit bank**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: **January 9, 2001**

4(a). Trademark Application No.(s): **75/554,740**

4(b). Trademark Registration No.(s):
1,949,193
2,293,267
2,231,234

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name **Reginald T. O'Shields**

Address: **SUTHERLAND ASBILL & BRENNAN LLP**
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41) enclosed: **\$115**

DO NOT USE THIS SPACE

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed to: Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

Lisa M. Cobern
Name of Person Signing

Signature

Date: **1/19/01**

Attorney Docket No. **10801-0074**

Total number of pages including cover sheet: **6**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

01/31/2001 BTOW11 00000208 75554740

01 FC:481 40.00 DP
AO 383392.1
02 FC:482 75.00 DP

TRADEMARK SECURITY AGREEMENT

WHEREAS, Southern States Cooperative, Incorporated ("Grantor"), owns the trademarks and applications for trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of January 9, 2001, (as the same may be amended and in effect from time to time, the "Security Agreement"; capitalized terms used herein but not defined shall have the meaning set forth in the Security Agreement), between Grantor and CoBank, ACB, as Collateral Agent for the Senior Lenders (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of the Senior Lenders a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, goodwill associated with such trademarks and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark and application for trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 9th day of January, 2001.

**SOUTHERN STATES COOPERATIVE,
INCORPORATED**

By: Leslie T. Newton
Name: LESLIE T. NEWTON
Title: VICE PRESIDENT & TREASURER

Acknowledged:

CoBANK, ACB, as Collateral Agent

By: _____
Lori O' Flaherty, Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 9th day of January, 2001.

**SOUTHERN STATES COOPERATIVE,
INCORPORATED**

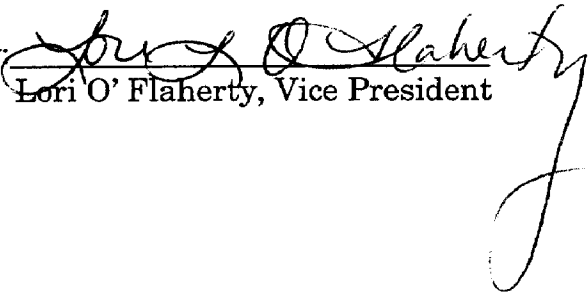
By: _____

Name: _____

Title: _____

Acknowledged:

CoBANK, ACB, as Collateral Agent

By: 
Lori O' Flaherty, Vice President

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF HENRICO)

On the 8th day of January, 2001, before me personally appeared Leslie T. Newton, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President + Treasurer of Southern States Cooperative, Incorporated, who being by me duly sworn, did depose and say that he/she is Vice President + Treasurer of Southern States Cooperative, Incorporated, the corporation described in and which executed the foregoing instrument; that said instrument was signed and sealed on behalf of said corporation by due authority; and that he acknowledged said instrument to be the free act and deed of said corporation.

Judith A. Chavis
Notary Public

{Seal}

My commission expires: 1-31-03

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPOHOE)

On the 5 day of January, 2001, before me personally appeared Lori O'Flaherty, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of CoBank, ACB, who being by me duly sworn, did depose and say that she is Vice President of CoBank, ACB, the corporation described in and which executed the foregoing instrument; that the said instrument was signed and sealed on behalf of said corporation by due authority; and that she acknowledged said instrument to be the free act and deed of said corporation.



Antonette C. Zeffler
Notary Public

My commission expires: 4-17-2001

Schedule 1
to Trademark
Security Agreement

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>
Garden South	1,949,193	USA	January 16, 1996
Spres Stop	2,293,267	USA	November 16, 1999
Farm Plus	2,231,234	USA	March 9, 1999
Farmer's Catch	75/554,740	USA	May 9, 2000

AO 380591.2

RECORDED: 01/23/2001

TRADEMARK
REEL: 002227 FRAME: 0536