

10-30-2001

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATIO

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MENT OF COMMERCE
nt and Trademark Office

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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
Incorporated in Virginia

10-15-01

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Amended and Restated Trademark Security Agreement

Execution Date: _____

2. Name and address of receiving party(ies)

Name: CoBank, ACB, As Agent

Internal

Address: _____

Street Address: 5500 S. Quebec StreetCity: Greenwood Vil State: Colorado Zip: 80111☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ Other _____If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached

76293007

B. Trademark Registration No.(s)

See attached

10-15-2001

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

Additional number(s) attached ☒ Yes ☐ No

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

Name: Patrick Lalor

Internal Address: _____

10/29/2001 FBI/AT 00000110 76293007

01 FC:181

40.00 BP

02 FC:182

2000.00 BP

Street Address: Corporation Service Company80 State Street, 6th FloorCity: AlbanyState: NYZip: 12207

6. Total number of applications and registrations involved: _____

113

7. Total fee (37 CFR 3.41).....\$ 2840.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*Patrick Lalor

Name of Person Signing

Patrick Lalor

Signature

10/11/2001

Date

Total number of pages including cover sheet, attachments, and document: 32Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002385 FRAME: 0366

2. continued:

Names and addresses of receiving party(ies):

Agway, Inc. (a Delaware corporation)
333 Butternut Drive
DeWitt, NY 13214

CoBank, ACB, as Collateral Agent
5500 S. Quebec Street
Greenwood Village, CO 80111

SCHEDULE A
Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Application Date	Country
ADEPT	76/293007	8/2/01	USA
AFFIX	76/148,943	10/18/00	USA
AGRI-MONEY	76/136,046	9/27/00	USA
CARPETMAKER	76/086,045	6/14/00	USA
CHLORO GOLD 720	76/265,609	6/4/01	USA
E-SOY	76/132,321	9/21/00	USA
FARMERFIRST	75/871,334	12/14/99	USA
LACTECH	75/874/689	7/30/01	USA
MAXI-START/MAXI-GROW	1,971,323	8/6/01	USA
MILK MAKER	76/262,141	5/29/01	USA
PIG RACER	75/634,495	2/5/99	USA
QUID CATTLE SYSTEMS	75/918,561		USA
RELIABLE	76/293,008	8/20/01	USA
STATESMAN	76/189,939	1/5/01	USA
TOTALGRO	76/113,942	8/21/00	USA

REGISTERED TRADEMARKS			
Trademark	Registration Number	Registration Date	Country
AGILAND EXCHANGE	2,099,394	9/23/97	USA
BEGINNINGS	2,061,693	5/13/97	USA

067035.01406/20382363v4

BEST BET	1,527,248	2/28/89	USA
BIG HOSS	1,431,416	3/3/87	USA
BIG SHOT	1,648,968	6/25/91	USA
BIG STRIKE	1,833,570	5/4/94	USA
BIG STRIKE	1,849,533 (Principal Register)	8/9/94	USA
BONANZA	786,111	3/2/65	USA
BOV-A-MAG	2,420,096	1/17/01	USA
BROOD MARE SPECIAL	1,536,620	4/25/89	USA
BUFFERZONE	2,229,944	3/9/99	USA
CALF MAKER	684,124 (Principal Register)	8/25/59	USA
CALF MAKER	568,646 (Supplemental Register)	12/30/52	USA
CARPET MAKER	2,469,695	7/17/01	USA
COLT MAKER	785,400	2/16/65	USA
COMPLIMENT	1,559,468 (Principal Register)	10/10/89	USA
DARI-FLOW	600,802	1/11/55	USA
DE-FAC	2,169,079	6/30/98	USA
DESIGNER DIRT	1,672,935	1/21/92	USA
DURA-GREEN	730,224	4/24/62	USA
EQUIMIN	1,822,290 (Principle	2/22/94	USA

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	Register)		
EQUITECH	1,906,735	7/18/95	USA
FARMER'S CATCH	2,349,114	5/9/00	USA
FARM PLUS	2,231,234	3/9/99	USA
FEEDER'S SELECT	1,560,070 (Principal Register)	10/10/89	USA
<i>FORAGE EXTENDER</i>	766,109	3/3/64	USA
FROM OUR GARDEN TO YOURS . . .	2,221,343	2/2/99	USA
GARDEN GOLD	1,143,019	12/16/80	USA
<i>GARDEN ON THE SPOT</i>	1,636,587	3/5/91	USA
GARDENSOUTH	1,949,193	1/16/96	USA
GENOMAX	1,909,408	8/1/95	USA
GOLDEN HORSE	1,409,737	9/16/86	USA
GOLDEN SONG	1,910,788	8/8/95	USA
GOLDEN YEARS	2,165,578	6/16/98	USA
GOLD LABEL	655,405	12/10/57	USA
GREEN CHARGER	761,201	12/10/63	USA
GREEN CHARGER	1,529,163	3/14/89	USA
GROWERS PRIDE	1,561,706	10/24/89	USA
GROW MASTER	1,264,470	1/17/84	USA
GROW MASTER	1,312,861	1/8/85	USA
HI-TECH PREMIUM LAY	1,486,385	4/26/88	USA
HI-TECH X-L-A	1,486,389	4/26/88	USA

067035.01406/20382363v4

LEGENDS	2,095,646	9/9/97	USA
LIL' STRIKE	2,376,162	8/16/00	USA
MAXI-GROW	1,971,323	4/30/96	USA
MAXI-START	1,971,322	4/30/96	USA
MEDALLION QUALITY FEEDS	1,349,858	7/16/85	USA
MILK MAKER	728,688	3/13/62	USA
PAY DAY	1,390,152	4/15/86	USA
PERFORMANCE PLUS	1,583,843	2/20/90	USA
PET HQ	1,685,721	5/5/92	USA
PET HQ	1,719,245	9/22/92	USA
PIG RACER	75/634,495	2/5/99	USA
POTTING SOIL MADE PERFECT	1,702,694	7/28/92	USA
PROFIT MAKER	657,214	1/14/58	USA
PRIORITY	2,053,374	4/15/97	USA
PRO BALANCED	1,080,554	12/27/77	USA
PRO BALANCED	1,782,849	7/20/93	USA
PRO-WAY	2,125,743	12/30/97	USA
PROFIT MAKER	2,222,051	2/10/99	USA
PUPPY KIST	1,093,367	6/13/78	USA
QUID	2,416,344	1/5/01	USA
RABBIT MAKER	684,857	9/8/59	USA
RECORD MAKER	2,291,462	11/9/99	USA

RED RANGER	533,652	11/21/50	USA
RELIANCE	1,841,458	6/21/94	USA
ROCK-N-ROOSTER	2,425,714	1/30/01	USA
ROYAL BLUE	1,012,380	6/3/75	USA
SG	1,849,767	8/16/94	USA
SS	742,794	1/1/63	USA
SS	842,960	1/23/68	USA
SS (design) SOUTHERN STATES	1,977,506	6/4/96	USA
SS (design) SOUTHERN STATES	1,815,294	1/4/94	USA
SS CHEMICLEAN	2,409,481	12/11/00	USA
SS FOAMFREE	2,427,524	2/6/01	USA
SS FOAMMAX	2,422,237	1/16/01	USA
SS ONTARGET	2,462,600	7/99	USA
SS SUREMARK	2,414,712	1/3/01	USA
SADDLE KING	1,397,849	6/17/86	USA
SANSHADE	694,722	3/22/60	USA

SHADEE	697,605	5/10/60	USA
SILVER KING	1,390,153	4/15/86	USA
SILVER STIRRUP	753,799	7/30/63	USA
SOUTHERN STATES	1,341,322	6/11/85	USA
SOUTHERN STATES	1,396,295	6/10/86	USA
SPORTING CHOICE	2,058,389	4/29/97	USA
SPORTING GOLD	1,819,142	2/1/94	USA
SPRESS STOP	2,293,267	11/16/99	USA
<i>STATESMAN</i>	693,812	3/1/60	USA
<i>STATESMAN</i>	701,733	7/26/60	USA
STATESMAN	1,600,379	6/12/90	USA
SUPER GOLD	2,032,464	1/21/97	USA
SUPER GREEN	1,525,164	2/21/89	USA
SUPER LAYING MASH	607,464	6/14/55	USA
TOP NOTCH	1,599,777	6/5/90	USA
TRANSLATOR	75/343,398	8/19/97	USA
VELVA-GREEN	720,500	8/29/61	USA
WORMISOL	958,095	5/1/73	USA
X-L-A	938,993	7/25/72	USA

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement ("Agreement"), dated September 18, 2001 is entered into by Southern States Cooperative, Incorporated, a Virginia agricultural cooperative corporation ("Pledgor"), with an address of 6606 West Broad Street, Richmond, Virginia, 23230, and delivered to CoBank, ACB, as Agent ("Agent"), with an address of 5500 S. Quebec Street, Greenwood Village, Colorado, 80111, on behalf of Lenders (as defined below), Agway, Inc., a Delaware corporation, with an address at 333 Butternut Drive, DeWitt, New York 13214 ("Agway") and CoBank, ACB, in its capacity as Collateral Agent pursuant to the terms of the Intercreditor Agreement (as defined below) ("Collateral Agent").

BACKGROUND

A. This Agreement is being executed in connection with (i) that certain Amended, Restated and Consolidated Loan and Security Agreement, dated as of even date herewith, by and among Pledgor, Agent, certain lenders and issuers of letters of credit who from time to time are party thereto (collectively "Lenders") (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Loan Agreement"), (ii) that certain Amended and Restated Security Agreement between Pledgor and Agway dated as of September 18, 2001 (as amended, supplemented, restated, replaced or otherwise modified from time to time "Security Agreement") and (iii) that certain Intercreditor and Agency Agreement dated as of September 18, 2001 among Agent, Lenders, Agway and Collateral Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time "Intercreditor Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in, or by reference in, the Loan Agreement.

B. This Agreement amends and restates that certain Trademark Security Agreement between Pledgor and CoBank, ACB, as Agent (as defined therein) dated as of January 9, 2001.

C. As security for all Obligations (as defined in the Intercreditor Agreement), Pledgor has granted Agent, for the ratable benefit of Lenders and Agway, a lien on and security interest in certain assets of Pledgor associated with or relating to products leased or sold under Pledgor's trademarks and the goodwill associated therewith, and under which Agent, Collateral Agent and Agway are, subject to the terms of the Intercreditor Agreement, entitled to foreclose or otherwise deal with such assets, trademarks, servicemarks and tradenames under the terms and conditions set forth therein.

D. Pledgor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

E. Pursuant to the Loan Agreement, the Security Agreement and the Intercreditor Agreement, Agent, for the ratable benefit of Lenders, Agway and the Collateral Agent respectively are acquiring, and having reconfirmed by Pledgor, the prior grant of, a lien on, and security interest in, the Trademarks and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Intercreditor Agreement), and desire to have their security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the Security Agreement and the Intercreditor Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations (as defined in the Intercreditor Agreement), Pledgor grants a lien and security interest to Agent, for the ratable benefit of Lenders, Agway and Collateral Agent for the benefit of the Secured Parties (as defined in the Intercreditor Agreement) in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Trademarks (except such Trademarks that the Pledgor reasonably determines are not material to its business) in full force and effect until all of the Obligations (as defined in the Intercreditor Agreement) are satisfied in full.

3. Pledgor represents, warrants and covenants that:

a. The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

b. To the best of Pledgor's knowledge, each of the Trademarks is valid and enforceable;

c. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

d. Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

e. Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks; and

f. Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to Agent, Lenders, Agway and Collateral Agent (with no obligation of any kind upon Agent, Lenders, Agway or Collateral Agent to do so) the right to visit Pledgor's locations which manufacture, process, sell, or store products under any of the Trademarks and to inspect the products and quality control

records relating thereto at reasonable times during regular business hours to ensure Pledgor's compliance with this paragraph 3(f); provided that, prior to an Event of Default, such visits shall be limited to four times per year.

4. Pledgor further covenants that:

a. Until all of the Obligations (as defined in the Intercreditor Agreement) have been satisfied in full, it will not enter into any agreement (other than agreements that do not materially adversely affect the value of the Trademarks), including without limitation, license agreements or options, which are inconsistent with Pledgor's obligations under this Agreement or any obligations under the Loan Agreement, the Security Agreement or the Intercreditor Agreement which restrict or impair Agent's, Lenders', Agway's or Collateral Agent's rights hereunder or thereunder.

b. If Pledgor shall acquire, hold or use any new Trademarks or expired Trademarks not listed on Schedule A attached hereto ("Additional Trademarks"), then (i) the provisions of this Agreement shall be deemed to automatically apply thereto and such Additional Trademarks shall be deemed part of the Trademarks, (ii) Pledgor shall give Collateral Agent prompt written notice thereof, and (iii) Pledgor shall promptly deliver to Collateral Agent with respect to such Additional Trademarks, a Supplement to Trademark Security Agreement in the form attached hereto as Exhibit 1, duly completed and executed by Pledgor and accompanied by a fully completed Schedule A-1 with respect to such Additional Trademarks. Each Schedule A-1 attached to each such Supplement to Trademark Security Agreement shall be incorporated and become a part of Schedule A attached hereto and all references to Schedule A contained in this Agreement, the Loan Agreement, the Security Agreement, the Intercreditor Agreement, or any other Loan Documents shall be deemed, for all purposes, to also include each such Schedule A-1.

5. So long as this Agreement is in effect and so long as Pledgor has not received notice from Collateral Agent that an Event of Default has occurred and is continuing under the Loan Agreement, Security Agreement or Intercreditor Agreement and that Collateral Agent has elected to exercise rights hereunder and thereunder, Pledgor shall continue to have the exclusive right to use the Trademarks and neither Collateral Agent, Agent or Agway shall have a right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Collateral Agent.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Security Agreement or Intercreditor Agreement, Pledgor hereby covenants and agrees that Collateral Agent, on behalf of the holders of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement (or any other Loan Documents), the Security Agreement or the Intercreditor Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default under the Loan Agreement (or any other Loan Documents) or the Security Agreement and while such Event of Default exists, Pledgor hereby authorizes and empowers Collateral Agent, its successors and assigns, and

any officer or agent of Collateral Agent as Collateral Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Collateral Agent, Agent, Lenders or Agway to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit "2." Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement (and other Loan Documents), the Security Agreement, the Intercreditor Agreement and until all of the Obligations are satisfied in full.

8. This Agreement and the rights hereunder shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement (and other Loan Documents), the Security Agreement and the Intercreditor Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent, for the ratable benefit of Lenders, Agway and Collateral Agent, shall be in addition to any rights and remedies granted under the Loan Documents, the Security Agreement and the Intercreditor Agreement. In the event of an inconsistency between this Agreement and the Loan Agreement, the Security Agreement or the Intercreditor Agreement, the language of the Loan Agreement, Security Agreement or Intercreditor Agreement (as applicable) shall control.

10. Upon performance of all of the obligations under the Loan Documents, the Security Agreement and the Intercreditor Agreement and full and unconditional satisfaction of all of the Obligations, Collateral Agent, on behalf of itself, Agent (on behalf of Lenders), and Agway shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's, Agway's and Collateral Agent's and security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent, on behalf of Lenders, Collateral Agent or Agway 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, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Agent's, Agway's or Collateral Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Collateral Agent and until so paid shall be added to the principal amount of the Obligations (as defined in the Loan Agreement but subject, inter alia, to the indemnification provisions of the Intercreditor Agreement) and shall bear interest at rate prescribed in Section 3.1 of the Loan Agreement applicable to the Advances.

12. Subject to the terms of the Loan Agreement, the Security Agreement and the Intercreditor Agreement and except with respect to such Trademarks that the Pledgor reasonably

determines are not material to its business, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter, until all of the Obligations (as defined in the Intercreditor Agreement) shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Collateral Agent, Pledgor shall make federal application on registrable but unregistered trademarks belonging to Pledgor. Any reasonable expenses incurred in connection with such applications shall be borne by Pledgor. The Pledgor shall not abandon any Trademark (except such Trademarks that the Pledgor reasonably determines are not material to its business) without the prior written consent of the Collateral Agent.

13. Pledgor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Collateral Agent, in its capacity as agent, may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Collateral Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Collateral Agent, Agent and Agway for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Collateral Agent, Agent and Agway in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, the Security Agreement or the Intercreditor Agreement, Collateral Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Collateral Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Collateral Agent in full for all reasonable costs and expenses, including attorneys' fees, incurred by Collateral Agent, in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Pledgor, Collateral Agent, Agent, Lenders and/or Agway nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent, Agent, Lenders and/or Agway, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Collateral Agent's, Agent's, Lenders' or Agway's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, the Security Agreement or the Intercreditor Agreement, or by any other future agreements between Pledgor and Collateral Agent, Agent, Lenders and/or Agway or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of New York, without regard to its otherwise applicable principles of conflicts of laws.

19. **Pledgor and Collateral Agent each waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents, the Security Agreement and**

the Intercreditor Agreement.

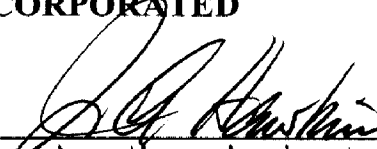
SIGNATURE PAGE FOLLOWS

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TRADEMARK
REEL: 002385 FRAME: 0379

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**SOUTHERN STATES COOPERATIVE,
INCORPORATED**

By: 
Name: Jonathan A. Hawkins
Title: SVP and CFO
Address: for Notices:

6606 West Broad Street
Richmond, Virginia 23230
Telephone: _____
Facsimile: _____
Attention: _____

Approved and Accepted:

CoBANK, ACB for itself as Collateral Agent and on behalf of Agent, Lenders and Agway pursuant to the Intercreditor Agreement

By: (SEE ATTACHED)
Name: _____
Title: _____

{SIGNATURE PAGE AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**SOUTHERN STATES COOPERATIVE,
INCORPORATED**

By: _____

Name:

Title:

Address: for Notices:

6606 West Broad Street
Richmond, Virginia 23230

Telephone: _____

Facsimile: _____

Attention: _____

Approved and Accepted:

CoBANK, ACB for itself as Collateral Agent and on behalf of Agent, Lenders and Agway
pursuant to the Intercreditor Agreement

By:  _____
Name: _____
Title: _____
LORI O'FLAHERTY
VICE PRESIDENT

{SIGNATURE PAGE AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT}

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA

STATE OF Maryland

COUNTY OF Baltimore City

:
:
:

SS

On this 14 day of September, 2001, before me personally appeared Jonathan Hawkins who being duly sworn, deposes and says that he/she is the SVP of Southern States Cooperative, Incorporated, the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Louise A. Mandeville
Notary Public

LOUISE A. MANDEVILLE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 21, 2005

SCHEDULE A
Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Application Date	Country
ADEPT	76/293007	8/2/01	USA
AFFIX	76/148,943	10/18/00	USA
AGRI-MONEY	76/136,046	9/27/00	USA
CARPETMAKER	76/086,045	6/14/00	USA
CHLORO GOLD 720	76/265,609	6/4/01	USA
E-SOY	76/132,321	9/21/00	USA
FARMERFIRST	75/871,334	12/14/99	USA
LACTECH	75/874/689	7/30/01	USA
MAXI-START/MAXI-GROW	1,971,323	8/6/01	USA
MILK MAKER	76/262,141	5/29/01	USA
PIG RACER	75/634,495	2/5/99	USA
QUID CATTLE SYSTEMS	75/918,561		USA
RELIABLE	76/293,008	8/20/01	USA
STATESMAN	76/189,939	1/5/01	USA
TOTALGRO	76/113,942	8/21/00	USA

REGISTERED TRADEMARKS			
Trademark	Registration Number	Registration Date	Country

AGILAND EXCHANGE	2,099,394	9/23/97	USA
BEGINNINGS	2,061,693	5/13/97	USA

067035.01406/20382363v4

TRADEMARK
REEL: 002385 FRAME: 0383

BEST BET	1,527,248	2/28/89	USA
BIG HOSS	1,431,416	3/3/87	USA
BIG SHOT	1,648,968	6/25/91	USA
BIG STRIKE	1,833,570	5/4/94	USA
BIG STRIKE	1,849,533 (Principal Register)	8/9/94	USA
BONANZA	786,111	3/2/65	USA
BOV-A-MAG	2,420,096	1/17/01	USA
BROOD MARE SPECIAL	1,536,620	4/25/89	USA
BUFFERZONE	2,229,944	3/9/99	USA
CALF MAKER	684,124 (Principal Register)	8/25/59	USA
CALF MAKER	568,646 (Supplemental Register)	12/30/52	USA
CARPET MAKER	2,469,695	7/17/01	USA
COLT MAKER	785,400	2/16/65	USA
COMPLIMENT	1,559,468 (Principal Register)	10/10/89	USA
DARI-FLOW	600,802	1/11/55	USA
DE-FAC	2,169,079	6/30/98	USA
DESIGNER DIRT	1,672,935	1/21/92	USA
DURA-GREEN	730,224	4/24/62	USA
EQUIMIN	1,822,290 (Principle	2/22/94	USA

	Register)		
EQUITECH	1,906,735	7/18/95	USA
FARMER'S CATCH	2,349,114	5/9/00	USA
FARM PLUS	2,231,234	3/9/99	USA
FEEDER'S SELECT	1,560,070 (Principal Register)	10/10/89	USA
<i>FORAGE EXTENDER</i>	766,109	3/3/64	USA
FROM OUR GARDEN TO YOURS ...	2,221,343	2/2/99	USA
GARDEN GOLD	1,143,019	12/16/80	USA
<i>GARDEN ON THE SPOT</i>	1,636,587	3/5/91	USA
GARDENSOUTH	1,949,193	1/16/96	USA
GENOMAX	1,909,408	8/1/95	USA
GOLDEN HORSE	1,409,737	9/16/86	USA
GOLDEN SONG	1,910,788	8/8/95	USA
GOLDEN YEARS	2,165,578	6/16/98	USA
GOLD LABEL	655,405	12/10/57	USA
GREEN CHARGER	761,201	12/10/63	USA
GREEN CHARGER	1,529,163	3/14/89	USA
GROWERS PRIDE	1,561,706	10/24/89	USA
GROW MASTER	1,264,470	1/17/84	USA
GROW MASTER	1,312,861	1/8/85	USA
HI-TECH PREMIUM LAY	1,486,385	4/26/88	USA
HI-TECH X-L-A	1,486,389	4/26/88	USA

LEGENDS	2,095,646	9/9/97	USA
LIL' STRIKE	2,376,162	8/16/00	USA
MAXI-GROW	1,971,323	4/30/96	USA
MAXI-START	1,971,322	4/30/96	USA
MEDALLION QUALITY FEEDS	1,349,858	7/16/85	USA
MILK MAKER	728,688	3/13/62	USA
PAY DAY	1,390,152	4/15/86	USA
PERFORMANCE PLUS	1,583,843	2/20/90	USA
PET HQ	1,685,721	5/5/92	USA
PET HQ	1,719,245	9/22/92	USA
PIG RACER	75/634,495	2/5/99	USA
POTTING SOIL MADE PERFECT	1,702,694	7/28/92	USA
PROFIT MAKER	657,214	1/14/58	USA
PRIORITY	2,053,374	4/15/97	USA
PRO BALANCED	1,080,554	12/27/77	USA
PRO BALANCED	1,782,849	7/20/93	USA
PRO-WAY	2,125,743	12/30/97	USA
PROFIT MAKER	2,222,051	2/10/99	USA
PUPPY KIST	1,093,367	6/13/78	USA
QUID	2,416,344	1/5/01	USA
RABBIT MAKER	684,857	9/8/59	USA
RECORD MAKER	2,291,462	11/9/99	USA

RED RANGER	533,652	11/21/50	USA
RELIANCE	1,841,458	6/21/94	USA
ROCK-N-ROOSTER	2,425,714	1/30/01	USA
ROYAL BLUE	1,012,380	6/3/75	USA
SG	1,849,767	8/16/94	USA
SS	742,794	1/1/63	USA
SS	842,960	1/23/68	USA
SS (design) SOUTHERN STATES	1,977,506	6/4/96	USA
SS (design) SOUTHERN STATES	1,815,294	1/4/94	USA
SS CHEMICLEAN	2,409,481	12/11/00	USA
SS FOAMFREE	2,427,524	2/6/01	USA
SS FOAMMAX	2,422,237	1/16/01	USA
SS ONTARGET	2,462,600	7/99	USA
SS SUREMARK	2,414,712	1/3/01	USA
SADDLE KING	1,397,849	6/17/86	USA
SANSHADE	694,722	3/22/60	USA

SHADEE	697,605	5/10/60	USA
SILVER KING	1,390,153	4/15/86	USA
SILVER STIRRUP	753,799	7/30/63	USA
SOUTHERN STATES	1,341,322	6/11/85	USA
SOUTHERN STATES	1,396,295	6/10/86	USA
SPORTING CHOICE	2,058,389	4/29/97	USA
SPORTING GOLD	1,819,142	2/1/94	USA
SPRESS STOP	2,293,267	11/16/99	USA
<i>STATESMAN</i>	693,812	3/1/60	USA
<i>STATESMAN</i>	701,733	7/26/60	USA
STATESMAN	1,600,379	6/12/90	USA
SUPER GOLD	2,032,464	1/21/97	USA
SUPER GREEN	1,525,164	2/21/89	USA
SUPER LAYING MASH	607,464	6/14/55	USA
TOP NOTCH	1,599,777	6/5/90	USA
TRANSLATOR	75/343,398	8/19/97	USA
VELVA-GREEN	720,500	8/29/61	USA
WORMISOL	958,095	5/1/73	USA
X-L-A	938,993	7/25/72	USA

EXHIBIT 1
Supplement to Amended and Restated Trademark Security Agreement

This Supplement to Amended and Restated Trademark Security Agreement ("Supplement"), dated _____, 2____, is entered into by Southern States Cooperative, Incorporated, a Virginia agricultural cooperative corporation ("Pledgor"), with an address of 6606 West Broad Street, Richmond, Virginia, 23230, and delivered to CoBank, ACB, as Agent ("Agent"), with an address of 5500 S. Quebec Street, Greenwood Village, Colorado, 80111, on behalf of Lenders (as defined below), Agway, Inc., a Delaware corporation with an address at 333 Butternut Drive, DeWitt, New York 13214 ("Agway"), and CoBank, ACB, in its capacity as Collateral Agent pursuant to the terms of the Intercreditor and Agency Agreement (as defined below) ("Collateral Agent").

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Amended, Restated and Consolidated Loan and Security Agreement, dated September ____, 2001 by and among Pledgor, Agent, certain lenders and issuers of letters of credit who from time to time are party thereto (collectively, "Lenders") (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Loan Agreement") (ii) that certain Amended and Restated Security Agreement between Pledgor and Agway (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Security Agreement") (iii) that certain Intercreditor and Agency Agreement dated as of _____, 2001 among Agent, Lenders, Agway and Collateral Agent (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Intercreditor Agreement") (iv) that certain Amended and Restated Trademark Security Agreement, dated September ____, 2001, by and between Pledgor, Collateral Agent and Agent on behalf of Lenders and Agway, (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Loan Agreement, the Security Agreement, the Intercreditor Agreement and the Trademark Security Agreement, Pledgor granted to Agent, on behalf of Lenders, Collateral Agent and Agway a lien on and security interest in all of Pledgor's Trademarks (as defined therein).

C. Pledgor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks").

D. Pledgor and Collateral Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Collateral Agent's lien on and security interest in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement and for recording in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, the Security Agreement and the Intercreditor Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent for the ratable benefit of Lenders, Agway and Collateral Agent for the benefit of the Secured Parties (as defined in the Intercreditor Agreement), in all of its present and future right, title and interest in and to the Additional Trademarks, together with all the goodwill of Pledgor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the rights and remedies of Collateral Agent, Agent and Agway with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement, the Security Agreement, the Intercreditor Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement, the Security Agreement, the Intercreditor Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 2 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, the Security Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement, the Security Agreement and the Intercreditor Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

SOUTHERN STATES COOPERATIVE,
INCORPORATED

By: _____
Name:
Title:
Telephone: _____
Facsimile: _____
Attention: _____

Approved and Accepted:

CoBANK, ACB for itself as Collateral Agent and on behalf of Agent, Lenders and Agway
pursuant to the Intercreditor Agreement

By: _____
Name:
Title:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this __ day of _____, 2____, before me personally appeared _____, who being duly sworn, deposes and says that he/she is the _____ of Southern States Cooperative, Incorporated, the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Notary Public

SCHEDULE A-1
Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

REGISTERED TRADEMARKS			
Trademark	Registration Number	Registration Date	Country

EXHIBIT 2
Trademark Assignment

WHEREAS, Southern States Cooperative, Incorporated, a Virginia agricultural cooperative ("Pledgor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable; and

WHEREAS, _____ ("Grantee") having a place of business at _____ is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Trademark Assignment is recorded with the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, _____.

SOUTHERN STATES COOPERATIVE,
INCORPORATED

By: _____
Name:
Title: Attorney-In-Fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this __ day of _____, 2__, before me personally appeared _____, who being duly sworn, deposes and says that he/she is the _____ of _____, the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Notary Public

SCHEDULE A
Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

REGISTERED TRADEMARKS			
Trademark	Registration Number	Registration Date	Country

POWER OF ATTORNEY


The undersigned, Southern States Cooperative, Incorporated, a Virginia agricultural cooperative corporation ("Pledgor"), executes and delivers to CoBank, ACB, as Collateral Agent, its successors and assigns, and any officer or agent thereof ("Grantee") this Power of Attorney pursuant to (i) that certain Amended, Restated and Consolidated Loan and Security Agreement, dated September 18, 2001 by and among Pledgor, Agent, certain lenders and issuers of letters of credit who from time to time are party thereto (collectively "Lenders") (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Loan Agreement") (ii) that certain Amended and Restated Security Agreement between Pledgor and Agway (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Security Agreement") and (iii) that certain Intercreditor and Agency Agreement dated as of September 18, 2001 among Agent, Lenders, Agway and Collateral Agent (as amended, supplemented, restated, replaced, or otherwise modified, from time to time "Intercreditor Agreement").

Pledgor hereby authorizes Grantee as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement, of even date herewith, by and between Pledgor and Grantee (as amended, supplemented, restated, superseded or replaced from time to time "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

Any action taken pursuant hereto is intended to be so given or taken pursuant to the Loan Agreement, Security Agreement and/or Intercreditor Agreement. Pledgor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Pledgor has executed this Power of Attorney on this 18th day of September, 2001.

SOUTHERN STATES COOPERATIVE,
INCORPORATED

By: 
Name: Jonathan Hawkins
Title: SVP & CFO

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA

STATE OF Maryland

COUNTY OF Baltimore City

:
:
:

SS

On this 14 day of September, 2001, before me personally appeared Jonathan Hawkins, who being duly sworn, deposes and says that he/she is the VP of Southern States Cooperative, Incorporated, the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Louise A. Mandeville
Notary Public

LOUISE A. MANDEVILLE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 21, 2005

067035.01406/20382363v3

RECORDED: 10/15/2001

TRADEMARK
REEL: 002385 FRAME: 0398