

02-05-2003

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Agway, Inc.

- ☐ 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 _____

Execution Date: 08/21/2002

2. Name and address of receiving party(ies)

Name: Zappala Farms, L.L.C.

Internal

Address: _____

Street Address: 11404 Schuler Road

City: Cato State: NY Zip: 13003

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Limited Liability Company--New York

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) _____

B. Trademark Registration No.(s) 2,392,725

Additional number(s) attached ☐ Yes ☒ No

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

Name: Diane E. Darwish

Internal Address: Bond, Schoeneck & King, PLLC

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-1546

DO NOT USE THIS SPACE

9. Signature.

Diane E. Darwish

Name of Person Signing

Signature

01/17/2003

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

02/04/2003 ECDOPER 00000183 501546 2392725

01 FC:8521 40.00 CH

TRADEMARK
 REEL: 002664 FRAME: 0654

EXHIBIT C

TRADEMARK ASSIGNMENT

WHEREAS, AGWAY, INC., Country Products Group, a Delaware Corporation, P.O. Box 4933, Syracuse, New York 13221 ("AGWAY"), used, is using, and is the owner of the name, registrations, applications, and marks identified in Schedule A (hereinafter "Trademarks");

WHEREAS, ZAPPALA FARMS, L.L.C., a New York limited liability company, 11404 Schuler Road, Cato, New York 13003 ("ZAPPALA FARMS"), James R. Zappala and Cathy Zappala, both of 11404 Schuler Road, Cato, New York 13003 (together, the "Covenantors"), are desirous of having ZAPPALA acquire AGWAY's rights in to and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, AGWAY does hereby assign, transfer and convey to ZAPPALA all of its right, title, and interest in and to the Trademarks together with the goodwill of the business symbolized thereby,

Provided, however, that in the event that:

1. ZAPPALA FARMS fails to maintain appropriate registrations for the Trademarks;
2. ZAPPALA FARMS commits a material breach of the Trademark License Agreement as more particularly set forth in the Trademark License Agreement;
3. ZAPPALA FARMS and/or James Zappala fails to pay or reimburse Agway for any contribution, indemnification or similar obligation, if any, that James R. Zappala or ZAPPALA FARMS might have or owe to Agway as a result of Agway having to pay damages to Plaintiff(s) in the Soldivar-Villavicencio litigation;
4. ZAPPALA FARMS fails to meet or fulfill any of the obligations or the conditions set forth in Section 1.(b) of this Settlement Agreement;
5. ZAPPALA FARMS and/or James R. Zappala fails to defend, indemnify and hold Agway harmless as provided in Section 9 of this Settlement Agreement.
6. ZAPPALA FARMS abandons the Trademarks or any one of them, the Trademark(s) that is(are) abandoned automatically revert to Agway and Agway shall have the right to register the Trademark(s) with the United States Patent and Trademark Office and State of New York.

then, as a result of the occurrence of any such event, ZAPPALA FARMS shall re-assign the Trademarks to AGWAY for no additional consideration, and ZAPPALA FARMS shall immediately discontinue all use of the Trademarks, and will not at any time thereafter use the Trademarks, or any other trademark, service mark, or trade names similar thereto or likely to be confused therewith.

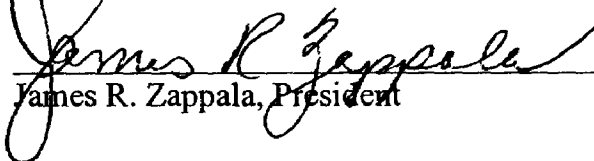
IN WITNESS WHEREOF, ZAPPALA FARMS, AGWAY, and the Covenantors have executed this Trademark Assignment Agreement on the 21st day of August, 2002.

Zappala Farms, L.L.C.

By: Zappala Enterprises, Inc.

As: Managing Member

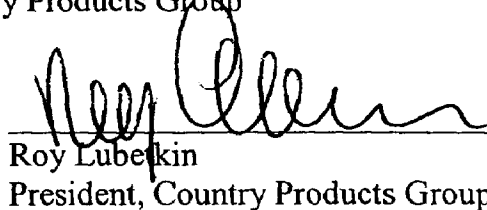
By:


James R. Zappala, President


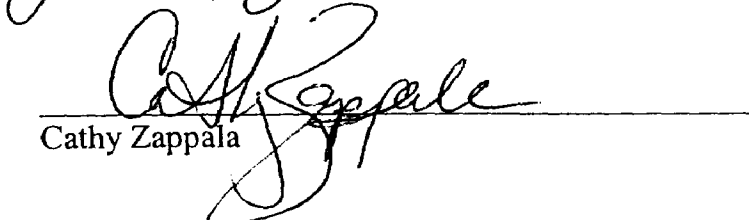
Agway, Inc.

Country Products Group

By:


Roy Lubelkin
President, Country Products Group

Covenantors


James R. Zappala

Cathy Zappala

819200.01 08/22/2002

EXHIBIT A

TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
U. S.	EMPIRE SWEETS - HOW SWEET THEY ARE! And Design	2,392,725	October 10, 2000

<u>STATE</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
New York	EMPIRE SWEETS - HOW SWEET THEY ARE! And Design	R23792	November 17, 1997

New York	EMPIRE SWEETS EMPIRE SWEET ONIONS	R23441	October 11, 1996
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