

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

License Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHS, Inc.		05/27/2004	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Southern States Cooperative, Incorporated
Street Address:	6606 West Broad Street
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230-1717
Entity Type:	Agricultural Cooperative Corporation: VIRGINIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0829871	FEATHERED FRIEND
Registration Number:	1554740	FEATHERED FRIEND
Registration Number:	1516596	FEATHERED FRIEND
Registration Number:	1555798	FEATHERED FRIEND
Registration Number:	1672726	BIRDSNACK
Registration Number:	1132812	FLYERS' CHOICE
Registration Number:	2021320	CARDINALS' CHOICE
Registration Number:	2513516	SHELL-LESS SELECT
Registration Number:	2404862	WOODPECKER'S PICK
Registration Number:	2413188	CHICKADEE'S CHOICE
Registration Number:	1448763	FINCH DELIGHT

CORRESPONDENCE DATA

Fax Number: (804)698-5142

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (804) 697-1278

TRADEMARK

REEL: 002868 FRAME: 0280

900008896

OP \$290.00 0829871

Email: trademarks@troutmansanders.com
Correspondent Name: Robert L. Brooke
Address Line 1: 600 Peachtree Street, N.E., Suite 5200
Address Line 2: Bank of America Plaza
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

201306.114

NAME OF SUBMITTER:

Robert L. Brooke

Total Attachments: 12

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**ASSIGNMENT AND ASSUMPTION
AND
AMENDED AND RESTATED
LICENSE AGREEMENT**

This AMENDED AND RESTATED LICENSE AGREEMENT ("License Agreement"), dated as of May 27, 2004 (the "Effective Date"), is made by Agway, Inc., a Delaware corporation ("Agway"), Southern States Cooperative, Incorporated, a Virginia agricultural cooperative corporation ("Southern States"), and CHS Inc., a Minnesota corporation ("CHS").

WHEREAS, on June 20, 2000, Agway and Southern States entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which on July 31, 2000 Agway sold and assigned to Southern States and Southern States purchased from Agway the Consumer Wholesale Dealer Distribution Business of Agway;

WHEREAS, at closing under the Asset Purchase Agreement on July 31, 2000, Agway and Southern States entered into a License Agreement, dated July 31, 2000 (the "Original License Agreement");

WHEREAS, the Original License Agreement was amended by an Addendum To License Agreement between Agway and Southern States dated September 18, 2000, and further amended by that certain First Amendment to License Agreement between Agway and Southern States dated September 26, 2002 (the Original License Agreement as so amended is hereinafter referred to as the "Current License Agreement");

WHEREAS, under the Current License Agreement, Agway licensed to Southern States the name "AGWAY" and certain registered and unregistered trademarks associated therewith, together with certain other trademarks and registrations, all as specified in the Current License Agreement (collectively, the "Currently Licensed Marks"), all for use as contemplated by the Asset Purchase Agreement;

WHEREAS, Agway has sold certain of the Currently Licensed Marks to CHS, Inc., subject to the rights of Southern States under the Current License Agreement; the Currently Licensed Marks which have been sold to CHS, Inc. are listed on Schedule 1 attached hereto and are hereinafter referred to as the "Feathered Friend Marks";

WHEREAS, Agway and Southern States have entered into that certain Agreement dated as of April 6, 2004 (the "Purchase Agreement"), pursuant to which Agway has agreed to sell, and Southern States has agreed to purchase, certain assets of Agway, including all of the Currently Licensed Marks other than the Feathered Friend Marks, and the United States Bankruptcy Court, Northern District of New York has approved the terms and conditions of, and transactions contemplated by, the Purchase Agreement;

WHEREAS, closing under the Purchase Agreement is conditioned in part on (i) the amendment of the Current License Agreement to delete from the list of trademarks and registrations licensed thereunder all of the Currently Licensed Marks other than the Feathered Friend Marks, delete any reference to the Asset Purchase Agreement and provide that the license

evidenced thereby shall be royalty free from and after the closing under the Purchase Agreement and (ii) the assignment to and assumption by CHS, Inc. of Agway's rights and obligations under the Current License Agreement; and

WHEREAS, the parties have agreed to amend and restate the Current License Agreement to reflect the sale to Southern States of the Currently Licensed Marks other than the Feathered Friend Marks, the assignment by Agway to CHS of Agway's rights and obligations under the Current License Agreement with respect to the Feathered Friend Marks, the assumption by CHS of Agway's rights and obligations under the Current License Agreement with respect to the Feathered Friend Marks, and certain other agreements as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that, effective simultaneously and as of the Effective Date, (i) Agway hereby assigns to CHS all of its right, title and interest in and to, and its obligations and duties under, the Current License Agreement as amended and restated hereby (the "Restated License Agreement"), and CHS hereby accepts such assignment and assumes all of Agway's obligations and duties arising and accruing under the Restated License Agreement from and after the Effective Date; provided that CHS does not assume any liability or obligation resulting from or arising out of any default or nonperformance by Agway prior to the Effective Date with respect to the Current License Agreement, nor does CHS assume any obligation or duty with respect to any of the Currently Licensed Marks other than the Feathered Friend Marks; and (ii) the Current License Agreement is hereby amended and restated in its entirety to provide as follows, and Southern States and CHS hereby agree as follows:

1. License. CHS hereby grants to Southern States a non-exclusive right for the term of this License Agreement to use the Feathered Friend Marks throughout the Trade Area, including, without limitation, the right to use the Feathered Friend 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, subject to the provisions of Section 10 below, during the term of this License Agreement CHS agrees that it will not license or sublicense any other person to use the Feathered Friend Marks in the Trade Area in competition with the business operated by Southern States in the Trade Area. Southern States also shall have the right, in its sole discretion, to sub-license the non-exclusive right to use the Feathered Friend Marks to dealers who (i) execute a trademark license agreement with Southern States which complies with the terms of this License Agreement, and (ii) enter into a dealer agreement with Southern States for the distribution of products sold by Southern States and/or other vendors. Neither Southern States nor any third party shall have the right to manufacture any products bearing the Feathered Friend Marks unless previously authorized in writing by CHS to do so. The license of the Feathered Friend Marks granted hereunder is limited to FEATHERED FRIEND products manufactured or provided by CHS unless otherwise authorized in writing by CHS.

2. Quality Control and Right to Approve Use of Marks. Except as otherwise provided herein, any use of the Feathered Friend Marks by Southern States shall only

be as authorized in writing by CHS (or by Agway prior to the Effective Date). Southern States shall be responsible for and shall ensure that all goods and services provided and offered by Southern States under the Feathered Friend 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 Feathered Friend Marks and the good will pertaining thereto, and shall meet or exceed (i) CHS's commercially reasonable quality standards and inspection and approval requirements as provided by CHS (or by Agway prior to the Effective Date) to Southern States and its sublicensees in writing from time to time as part of CHS'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 CHS in facilitating CHS's control of the quality of goods offered under the Feathered Friend Marks to permit reasonable, periodic inspection of Southern States' and its sublicensees' operations, at reasonable times and with reasonable notice and as coordinated with and through Southern States, and to supply CHS with specimens of all uses of the Feathered Friend Marks upon request. Moreover, Southern States and its sublicensees shall upon request submit to CHS 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 Feathered Friend Marks. Southern States shall monitor its sublicensees to assure compliance with the provisions set forth in this Section. Southern States shall promptly notify CHS upon learning of a material failure by a sublicensee 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 CHS's discretion, Southern States shall refuse to supply Feathered Friend products to such sublicensee, or terminate the sublicensee's rights to sell Feathered Friend products, if such sublicensee 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 July 31, 2000. Should Southern States fail to comply with any provision of this License Agreement, CHS may terminate this License Agreement effective upon the expiration of 30 days following written notice to Southern States, provided Southern States has not corrected such default during the 30 day 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 CHS. CHS may terminate this License Agreement if Southern States fails to make payment for products bearing a Feathered Friend Mark which are purchased from CHS within thirty (30) days following the later to occur of (i) delivery of such product and (ii) the date payment is due under terms then in effect between CHS and Southern States.

4. Payments. This License Agreement and the rights granted to Southern States hereunder are royalty free and no payment shall be due to CHS hereunder.

5. Option to Extend. Southern States shall have the right, at its election, and at no additional cost to it, by written notice to CHS on or before July 31, 2009, 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 CHS on or before July 31, 2014, 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. CHS hereby represents and warrants that (i) it is the exclusive owner of the Feathered Friend Marks, and (ii) to the best of its knowledge, has received no notice that the Feathered Friend Marks infringe upon any mark protected by the trademark laws of the United States; and Southern States hereby acknowledges CHS's exclusive right, title, and interest in and to the Feathered Friend 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 Feathered Friend Marks, Southern States will not in any manner represent that it has any ownership in the Feathered Friend Marks thereof, and Southern States acknowledges that use of the Feathered Friend Marks will not create in Southern States' favor any right, title, or interest in or to the Feathered Friend Marks, but all uses of the Feathered Friend Marks by Southern States and its sublicensee will inure to the benefit of CHS. Upon termination of this Agreement in any manner provided herein, Southern States and its sublicensees will cease and desist from all use of the Feathered Friend Marks in any way, and Southern States will at no time adopt or use, without CHS's prior written consent, any word or mark which is likely to be similar to or confusing with any of the Feathered Friend Marks. Southern States also agrees it will not assign this License Agreement, by operation of law or otherwise, without the prior written consent of CHS, and may not sublicense the Feathered Friend Marks except as expressly provided herein.

7. Option to Terminate. In the event CHS 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 CHS, then in such event, Southern States shall have the right, which right shall be exercised by written notice to CHS 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.

8. Indemnity. (i) CHS assumes no liability to Southern States or its sublicensees or to third parties with respect to the performance characteristics of products manufactured by or for Southern States or its sublicensees or distributed or sold by or for Southern States or its sublicensees under the Feathered Friend Marks (provided such products are not manufactured by CHS) or to the use of the Feathered Friend

Marks in the Trade Area. Southern States hereby agrees to indemnify, defend, and hold harmless CHS against any and all claims, suits, losses, damages and expenses, including attorneys fees, arising out of or based upon the manufacture, distribution or sale of such products by Southern States, its sublicensees, and/or third-party manufacturers (other than CHS) who manufacture such products for Southern States or its sublicensees or arising out of or based upon the use by third parties of such products distributed or sold by Southern States, its sublicensees and/or third party manufacturers, or otherwise arising out of or based upon the activities of Southern States or its sublicensees under the Feathered Friend Marks pursuant to this License Agreement, or arising out of or based upon any alleged unauthorized use of any Feathered Friend Marks by Southern States, its sublicensees and/or third party manufacturers.

(ii) Southern States shall, during the term hereof and for a period of three (3) years thereafter, maintain commercial general liability insurance, including contractual and products liability insurance, with coverage written in the occurrence form, with an insurance company licensed to do business in the State of Delaware and reasonably satisfactory to CHS, naming CHS as an additional insured thereunder with limits not less than Two Million dollars (\$2,000,000), combined single limit per occurrence, covering the products of this indemnity, the use thereof, the manufacture, distribution and sale of such products by or for Southern States, its sublicensees and/or third party manufacturers (other than CHS) who manufacture such products for Southern States, or its sublicensees, and all other activities of Southern States and its sublicensees in connection with which the Feathered Friend Marks are used, and providing that CHS shall receive thirty (30) days written notice prior to termination, reduction or modification of the coverage, and Southern States shall promptly provide CHS with evidence of such insurance in the form of a copy of the certificate of insurance.

9. Definition of Trade Area. For purposes of this License Agreement, "Trade Area" shall mean the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware and Maryland.

10. Condition to Restriction on Additional Licenses. Notwithstanding the provisions of Section 1 above, CHS may license or sublicense additional persons to use the Feathered Friend Marks in the Trade Area in competition with the business operated by Southern States in the Trade Area if, and only if, during any calendar year beginning on or after January 1, 2004, the aggregate volume of products purchased by Southern States which bear a Feathered Friend Mark is less than 20 million pounds. For this purpose, any products bearing a Feathered Friend Mark for which Southern States submits a purchase order to CHS on or before December 15 of any year for delivery on or before December 31 of that year, but which are not delivered to Southern States prior to year end shall, at the election of Southern States, be included in the volume total for such year. If, following the end of a calendar year, CHS believes that Southern States failed, during the calendar year then ended, to purchase the volume of Feathered Friend products required hereunder, CHS shall give

Southern States notice of its conclusion in reasonable detail and Southern States shall have thirty (30) days from receipt of such notice to provide evidence of its satisfaction of the volume requirements set forth in this Section 10. If Southern States is unable to show that it has satisfied the volume requirements of this Section, CHS may thereafter grant to other persons, in addition to Southern States, a license to use the Feathered Friend Marks in the Trade Area. Except as specifically provided in this Section, the failure of Southern States to satisfy the minimum volume requirements of this Section shall not affect the term, or any other provision, of this License Agreement.

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

12. Governing Law. The parties hereby agree that this License Agreement shall be governed by the laws of the State of Delaware.

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

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

15. Use of Symbols. Southern States will use an appropriate registration symbol in connection with those Feathered Friend Marks which are registered, and will use either the TM symbol or the sm symbol with those Feathered Friend Marks which are not currently registered for the goods involved, and agrees to be guided by the reasonable suggestions of CHS in this regard.

This agreement shall be governed by the laws of the State of Delaware.

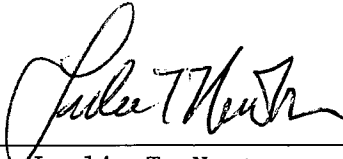
This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. In order to facilitate execution of this agreement, faxed signatures shall be deemed to be original signatures.

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

AGWAY, INC.

By Karen J. Ohliger
Name: Karen J. Ohliger
Title: Treasurer

SOUTHERN STATES COOPERATIVE, INC.

By 
Name: Leslie T. Newton
Title: Exec. V.P. & C.F.O.

CHS INC.

By _____
Name: _____
Title: _____

SOUTHERN STATES COOPERATIVE, INC.

By _____
Name: _____
Title: _____

CHS INC.

By David A. Kuselich
Name: David A. Kuselich
Title: Sr. Vice President & General Counsel

STATE OF New York)

CITY/COUNTY OF ONONDAGA)

The foregoing instrument was acknowledged before me by KAREN J. OHLIGER
(Name), TREASURER (Title), for and on behalf of Agway, Inc. this 27th day of
MAY, 2004.

Peggy L. Fetzer
Notary Public

PEGGY L. FETZER
Notary Public, State of New York
No. 02FE6108264
Qualified in Onondaga County
My Commission Expires April 12, 2008

My commission expires _____.

STATE OF _____)

CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
(Name), _____ (Title), for and on behalf of Southern States Cooperative, Inc. this
_____ day of _____, 2004.

Notary Public

My commission expires _____.

STATE OF _____)

CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
(Name), _____ (Title), for and on behalf of CHS Inc. this _____ day of
_____, 2004.

Notary Public

My commission expires _____.

STATE OF _____)

CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
(Name), _____ (Title), for and on behalf of Agway, Inc. this _____ day of _____, 2004.

Notary Public

My commission expires _____.

STATE OF VIRGINIA)

CITY/COUNTY OF HENRICO)

The foregoing instrument was acknowledged before me by Leslie T. Newton
(Name), Exec. V.P. & C.F.O. (Title), for and on behalf of Southern States Cooperative, Inc. this 26th day of May, 2004.

Jessica A. Wharton
Notary Public

My commission expires March 31, 2005.

STATE OF _____)

CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
(Name), _____ (Title), for and on behalf of CHS Inc. this _____ day of _____, 2004.

Notary Public

My commission expires _____.

STATE OF _____)

CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
(Name), _____ (Title), for and on behalf of Agway, Inc. this _____ day of
_____, 2004.

Notary Public

My commission expires _____.

STATE OF _____)

CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
(Name), _____ (Title), for and on behalf of Southern States Cooperative, Inc. this
_____ day of _____, 2004.

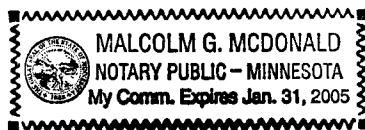
Notary Public

My commission expires _____.

STATE OF MINNESOTA)

~~CITY/COUNTY OF~~ DAKOTA)

The foregoing instrument was acknowledged before me by David A. Kustelic
(Name), Sr. V.P. & General Counsel (Title), for and on behalf of CHS Inc. this 25th day of
May, 2004.



[Signature]
Notary Public

My commission expires _____.

Schedule 1 of
License Agreement
Feathered Friends Marks

Registered Marks

MARK	USPTO REGISTRATION NO.	GOODS AND SERVICES
FEATHERED FRIEND	829,871	Wild bird food consisting of sunflower seed in combination with other seeds and grains
FEATHERED FRIEND	1,554,740	Bird feeders
FEATHERED FRIEND AND DESIGN	1,516,596	Bird food
FEATHERED FRIEND AND DESIGN	1,555,798	Bird feeders
BIRDSNACK	1,672,726	Bird food
FLYER'S CHOICE	1,132,812	Bird food
CARDINAL'S CHOICE	2,021,320	Bird food
SHELL-LESS SELECT	2,513,516	Bird food without shells
WOODPECKER'S PICK	2,404,862	Wild bird food
CHICKADEE'S CHOICE	2,413,188	Wild bird food
FINCH DELIGHT	1,448,763	Bird food

Unregistered Mark

MARK	GOODS AND SERVICES
FAVORITE	Wild Bird Food

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