

FORM PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

M&amp;G 0643 379-US-1A

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

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.

- ☐ Individuals  
☒ General Partnership  
☐ Corporation-State of Delaware  
☐ Other: \_\_\_\_\_
- ☐ Association  
☐ Limited Partnership

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

## 3. Nature of conveyance:

- ☒ Assignment  
☐ Security Agreement  
☐ Other: \_\_\_\_\_
- ☐ Merger  
☐ Change of Name

Effective Date: February 13, 2004

## 2. Name and address of receiving party(ies).

CHS Inc.  
5500 Cenex Drive  
Inver Grove Heights, Minnesota 55077

- ☐ Individual(s) citizenship  
☐ General Partnership  
☒ Corporation-State of Minnesota  
☐ Other: \_\_\_\_\_
- ☐ Association  
☐ Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached

☐ Yes ☒ No

(Designations must be separate document from Assignment)

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

## 4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

See attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

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

Name: D. Randall King  
Address: MERCHANT & GOULD P.C.  
P.O. Box 2910  
Minneapolis, MN 55402-0910

## 6. Total number of applications and trademarks involved: 12

7. Total fee (37 CFR 3.41): \$315.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

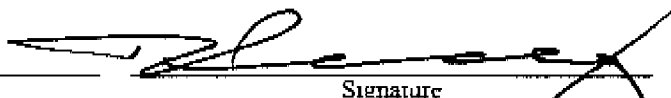
8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

## 9. Signature:

D. Randall King

Name of Person Signing



Signature

6/10/04

Date

Total number of pages including cover sheet, attachments, and document: 18

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Director of the United States Patent and Trademark Office  
Washington, D.C. 20231

700090709

TRADEMARK  
REEL: 002869 FRAME: 0510

CH \$290.00 132725 1672726

**Schedule 1****Marks**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration</u>
Birdsnack*	1672726	US
Cardinals' Choice*	2021320	US
Chickadee's Choice*	2413188	US
Favorite*	Not Registered (common law mark)	
Feathered Friend*	1554740	US
Feathered Friend*	829871	US
Feathered Friend & Design*	1555798	US
Feathered Friend & Design*	1516596	US
Finch Delight*	1448763	US
Flyers' Choice*	1132812	US
Shell-Less Select*	2513516	US (Supplemental. Register)
Woodpecker's Pick*	2404862	US

\* Indicates Mark is subject to Southern States Cooperative, Inc.'s license rights pursuant to the License Agreement.

### ASSIGNMENT OF TRADEMARKS

AGWAY, INC., a Delaware corporation, ("Assignor"); and CHS INC., a Minnesota corporation, ("Assignee"), effective as of February 13, 2004, agree as follows.

**WHEREAS**, Assignor has agreed to sell, transfer and assign to Assignee the trademarks listed in Schedule A, attached, including any trademark registrations indicated in Schedule A, (the "Marks"); and

**WHEREAS**, Assignee desires to acquire the Marks;

**NOW, THEREFORE**, for and in consideration of the sum of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby sell, grant, convey, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to the Marks, together with the good will of the business symbolized by the Marks, subject, however, to Southern States Cooperative, Inc.'s non-exclusive right to use certain of the marks pursuant to the license agreement between Assignor and Southern States Cooperative, Inc. dated July 31, 2000, including the Addendum To License Agreement dated September 18, 2000 and the First Amendment dated September 26, 2002, (collectively, the "License Agreement"). A copy of the License Agreement is attached as Exhibit A. The assigned Marks that are subject to Southern States Cooperative's license rights pursuant to the License Agreement are marked in Schedule 1 with an asterisk (\*). Notwithstanding the foregoing, nothing herein is intended to assign any rights to fees or royalties arising out of the License Agreement.

2. Assignor warrants and represents that it is the sole and exclusive owner of the Marks, and that it owns such Marks free and clear of all liens, charges and encumbrances, except for the license rights granted to Southern States Cooperative, Inc. pursuant to the License Agreement.

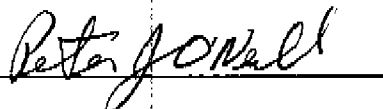
3. Assignor covenants and agrees that it will, from time to time, upon request of Assignee and at Assignee's sole cost and expense, do, execute, acknowledge and deliver such further transfers, assignments, powers and assurances of title as may be reasonably proper or necessary for better conveying, transferring and assigning the Marks to Assignee.

The parties' assent to this Agreement as of the date set forth at the beginning is established by the following signatures of their authorized representatives.

AGWAY, INC.

CHS INC.

By:



Title: Sr V.P.

By:



Title: President - CHS Sunflower

**Exhibit A**

**Southern States Cooperative, Inc. License Agreement**

**(See attached License Agreement)**

## 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:

Title:

*Robert A. Fischer, Jr.*  
*Robert A. Fischer, Jr.*  
*Vice President*



SOUTHERN STATES COOPERATIVE, INC.

By 

Name: WAYNE A. BOLTWELL

Title: PRESIDENT AND CEO

STATE OF VirginiaCITY/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 28<sup>th</sup> day of July, 2000.

Judy A. Chavis  
Notary Public

My commission expires 1-31-03STATE OF VirginiaCITY/COUNTY OF Henrico )

The foregoing instrument was acknowledged before me by Wayne A. Bourwell, President and CEO, for and on behalf of Southern States Cooperative, Incorporated, this 28<sup>th</sup> 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
<b>Feathered Friend®</b>	-----	#829,871
<b>Feathered Friend and Design®</b>	-----	#1,516,596
<b>Favorite™</b>	-----	-----
<b>Birdsnack®</b>	-----	#1,672,726
<b>Flyer's Choice®</b>	-----	#1,132,812
<b>Cardinal's Choice®</b>	-----	#2,021,320
<b>Shell-less Select™</b>	#75/746,053	-----
<b>Woodpecker's Pick™</b>	#75/723,153	-----
<b>Chickadee's Choice™</b>	#75/723,223	-----
<b>Finch Delight®</b>	-----	#1,448,763
<b>Agway®</b>	-----	#808,749; #813,726; #1,847,932 only
<b>Sunny Green™</b>	-----	-----
<b>Wear Green®</b>	-----	#712,670
<b>Shady Green®</b>	-----	#1,188,858
<b>Greenlawn®</b>	-----	#733,641
<b>Grassroots™</b>	-----	-----
<b>Hi-Traction®</b>	-----	#1,622,533
<b>Easy-Stir®</b>	-----	#1,641,278
<b>Agway® People Who Know. Brands You Trust™</b>	-----	-----
<b>Agway® Your Yard Garden and Pet Place™</b>	-----	-----

745643v7



**FIRST AMENDMENT  
TO  
LICENSE AGREEMENT**

This Amendment is made effective as of the 21<sup>st</sup> day of September, 2002 *AS NOT*

WHEREAS, Agway, Inc. ("Agway"), and Southern States Cooperative, Incorporated ("Southern States") entered into a License Agreement effective July 31, 2000 (the "License Agreement") and an Addendum thereto made as of September 18, 2000; and

WHEREAS, Southern States wishes to add certain AGWAY trademark registrations and uses to Annex A of the License Agreement; and

WHEREAS, Agway is willing to amend the License Agreement as requested by Southern States, under the following terms and conditions:

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. AGWAY U.S. Registration Nos. 816,100 (for lawnmowers and parts therefor only), 1,366,044; 859,518, 859,059, 858,931, 823,866, 823,961, 818,977, 1,554,740, 1,555,798, and 1,640,717, the marks AGWAY™ for automobile tires, agricultural implement tires, bar and chain oil; two cycle oil; barn scrapers; barn hardware consisting of metal cattle stalls, metal water bowls, stanchions, barn ventilators, spray nozzles and metal farm gates; batteries (electric fence); bale ties; burlap; driveway sealers (coal tar); fence insulators; fencing; fence paint; fence posts; fencing parts; garden hose; garden/plant markers; gloves; jute twine; kennels; landscape fabric; lawn & garden hand tools; lawn & garden sprayers; lawn & garden spreaders; lawn & garden long handle tools; lawn &

garden sprinklers; lawn edging; lawn starter pellet; manure, hay, silage, and barn forks; pipe fittings; roof cement; roof coatings; squirrel feeders; squirrel food; stock tanks; tillers; toys; tractor tires; truck tires; water softener salt; windshield washer fluid; wire; and wood pellets, FEATHERED FRIEND™ for suet and bird houses, NATURE'S WAY™ for lawn food and plant food, SHORT-CUT™ for low growing grass seed for low maintenance areas forming a dense carpet to block out weeds, and ARBORGROW™ for fertilizer for domestic use are hereby added to Annex A and included among the Marks licensed to Southern States under Section I of the License Agreement. For ease of reference, the attached Annex A (First Amendment) is hereby substituted for the original Annex A of the License Agreement.

2. Rewrite Section 10 of the License Agreement to read as follows

10. Indemnity.

a) Agway assumes no liability to Southern States or to 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 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 of such products by Southern States, its sublicensees, and/or third party manufacturers (other than Agway) 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 Marks pursuant to this License Agreement, or arising out of or based upon any alleged unauthorized use of any Marks by Southern States, its sublicensees and/or third party manufacturers.

b) 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 on the occurrence form, with an insurance company licensed to do business in the State of Delaware and reasonably satisfactory to Agway, naming Agway 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 Agway) 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 Marks are used, and providing that Agway shall receive thirty (30) days written notice prior to termination, reduction or modification of the coverage, and Southern States shall promptly provide Agway with evidence of such insurance in the form of a copy of the Certificate of Insurance.

c) The provisions of this Section 10 shall survive expiration or termination of this License Agreement for any reason.

3. Add new Section 16 to the License Agreement reading as follows:

16. Southern States will use an appropriate registration symbol in connection with those Marks which are registered, and will use either the <sup>TM</sup> symbol or the <sup>SM</sup> symbol with those Marks of Agway which are not currently registered for the goods involved, and agrees to be guided by the reasonable suggestions of Agway in this regard.

IN WITNESS WHEREOF, the parties have caused this First Amendment to License Agreement to be executed as of the date first appearing above.

Agway, Inc.

By: Michael R. Hopsicker

Name: Michael R. Hopsicker

Title: Executive Vice President



5

Southern States Cooperative, Incorporated

By: Thomas R. ScribnerName: Thomas R. ScribnerTitle: Executive Vice President &  
Chief Merchandising OfficerSTATE OF New York  
CITY/COUNTY OF OnondagaThe foregoing instrument was acknowledged before me by Michael R. Hopsicker  
Executive Vice President for and on behalf of Agway, Inc. this 27<sup>th</sup> day of September, 2002.Janet WilliamsJANET WILLIAMS  
Notary Public in the State of New York  
Qualified in Onondaga County No. 4957864  
My Commission Expires October 23, ~~2004~~ 2005STATE OF VIRGINIA  
CITY/COUNTY OF HENRICOThe foregoing instrument was acknowledged before me by Thomas R. Scribner  
EVP and CMO for and on behalf of Southern States Cooperative, Incorporated this 26<sup>th</sup>  
day of Sept., 2002.Jessica A. Whitton

Jessica A. Whitton

BFL0DOCS 611142 v1 (D3K6011.DOC)

My commission expires March 31, 2005.

## ANNEX A (FIRST AMENDMENT) OF LICENSE AGREEMENT

MARK	REGISTRATION NUMBER
Feathered Friend®	829,871; 1,554,740
Feathered Friend and Design®	1,516,596; 1,555,798
Birdsnack®	1,672,726
Flyer's Choice®	1,132,812
Cardinal's Choice®	2,021,320
Shell-less Select®	2,513,516
Woodpecker's Pick®	2,404,862
Chickadee's Choice®	2,413,188
Finch Delight®	1,448,763
Agway®	808,749; 813,726; 816,100 (lawn mowers and parts therefor only); 818,977; 823,866; 823,961; 858,931; 859,059; 859,518; 1,366,044; and 1,847,932 only
Wear Green®	712,670
Shady Green®	1,188,858
Greenlawn®	733,641
Hi-Traction®	1,622,533
Easy-Stir®	1,641,278
Agway® People Who Know, Brands you Trust®	2,608,685
Stage®	2,200,381
Spot Green®	1,640,717
Arborigrow™	fertilizer for domestic use
Agway™	for automobile tires; agricultural implement tires; bar and chain oil; two cycle oil; barn scrapers; barn hardware consisting of metal cattle stalls, metal water bowls, stanchions, barn ventilators, spray nozzles and metal farm gates; batteries (electric fence); bale ties; burlap; driveway sealers (coal tar); fence insulators; fencing; fence paint; fence posts; fencing parts; garden hose; garden/plant markers; gloves; jute twine; kennels; landscape fabric; lawn & garden hand tools; lawn & garden sprayers; lawn & garden spreaders; lawn & garden long handle tools; lawn & garden sprinklers; lawn edging; lawn starter peller; manure, hay; silage, and barn forks; pipe fittings; roof cement; roof coatings; squirrel feeders; squirrel food; stock tanks; tillers; toys; tractor tires; truck tires; water softner salt; windshield washer fluid, wire; and wood pellets
Agway® Your Yard Garden and Pet Place™	lawn, garden and pet supply retail store services
Favorite™	wild bird food
Feathered Friend™	suet and bird houses
Grassroots™	lawn and tree fertilizer
Nature's Way™	lawn food and plant food
Short-cut™	low growing grass seeds for low maintenance areas forming a dense carpet to block-out weeds
Sunny Green™	grass seed mixture

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