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

102670473

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

1. Name of conveying party(ies): 2-2-04
General Electric Capital Cororation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other Delaware

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Agreement

Execution Date: 12/22/03

2. Name and address of receiving party(ies)

Name: Agway, Inc.

Internal

Address: _____

Street Address: P.O. Box 4933

City: Syracuse State: NY Zip: 13221

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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) _____
75/378995; 75/428424

B. Trademark Registration No.(s) 2,200,004;
825,391; 1,538,360; 1,540,747

Additional number(s) attached ☐ Yes ☒ No

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

Name: Pablo Meles, Esq.

Internal Address: _____

Akerman Senterfitt

Street Address: 222 Lakeview Avenue, 4th Floor

City: West Palm Beach State: FL Zip: 33401

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0951

DO NOT USE THIS SPACE

9. Signature.

Pablo Meles, Esq.

Name of Person Signing

Pablo Meles
Signature

Jan 29 2004
Date

Total number of pages including cover sheet, attachments, and document: 5

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

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01 FC:8521
02 FC:8522

40.00 OP
125.00 OP

TRADEMARK
REEL: 002913 FRAME: 0350

**RELEASE OF GRANT OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Grant of Security Interest in Certain Intellectual Property (this "Release") is made and entered into this 22 day of December, 2003 by and between Agway, Inc., a Delaware corporation, and General Electric Capital Corporation, a Delaware corporation.

W I T N E S S E T H :

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of March 28, 2001 recorded at the United States Patent and Trademark Office at Reel 002317 and Frame 0388 on April 5, 2001 (the "Security Agreement"), made by Agway, Inc. ("Agway"), Agway Holdings Inc. ("AHI"), Agway Financial Corporation ("AFC"), Feed Commodities International LLC ("FCI"), Milford Fertilizer Company LLC ("MFC"), Brubaker Agronomic Consulting Service LLC ("BACS"), Agway General Agency, Inc. ("AGA"), Country Best Adams, LLC ("CBA"), Country Best-Deberry LLC ("CBD"), Agway Energy Products LLC ("AEP"), Agway Energy Services-PA, Inc. ("AESPA"), and Agway Energy Services, Inc. ("AES"); (Agway, AHI, AFC, FCI, MFC, BACS, AGA, CBA, CBD, AEP, AESPA and AES are, together, the "Borrowers") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, ("GECC"), in its capacity as agent for Lenders pursuant to which, inter alia, the Borrowers granted to GECC a security interest in the Borrowers' right, title, and interest into the trademark registrations and applications listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, the Borrowers have requested that GECC release all of GECC's security interests in the Trademarks, and GECC has agreed to do so.


NOW THEREFORE, in consideration of the foregoing, the parties to this Release intending to be legally bound, agree as follows.

1. GECC hereby releases in its entirety any and all security interests it has against the Trademarks, and GECC hereby agrees, at the expense of the Borrowers, to take any actions and to execute any further documents necessary or reasonably requested by the Borrowers to effectuate or evidence such release, including, but not limited to, the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law.
2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release against the Trademarks.
3. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.
4. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

6. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

AGWAY, INC.

By: 
Name: ROY LUBRIN
Title: VP.

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

6. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

AGWAY, INC.

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: Peter S. T.
Name: Peter S. T.
Title: Only Authorized Signatory

SCHEDULE A

Assigned Trademarks

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date
Country Best	US	75/378995	10/24/97	-	-
Country Best	US	75/428424	02/03/98	-	-
Country Best	US	74/103991	10/09/90	220004	10/27/98
Country Best	US	72/234865	12/20/65	825391	03/07/67
Best of the West	US	73/712494	02/22/88	1538360	05/09/89
Best of the West	US	73/712428	02/22/88	1540747	05/23/89