

06-18-2004

Form PTO-1594

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(Rev. 10/02)

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

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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.

6.16.04

- ☐ 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: 10-7-03

2. Name and address of receiving party(ies)

Name: CY Farms, LLC

Internal

Address: _____

Street Address: 6460 Transit Road

City: Elba State: NY Zip: 14508

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

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) 75816515

B. Trademark Registration No.(s) 2663731

Additional number(s) attached ☐ Yes ☒ No

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

Name: Leslie W. Kernan, Jr., Esq.

Internal Address: _____

Lacy, Katzen, Ryen & Mittleman, LLP

Street Address: 130 East Main Street

City: Rochester State: NY Zip: 14604

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: _____

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OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Leslie W. Kernan, Jr., Esq.

Name of Person Signing

Leslie W. Kernan, Jr.

Signature

May 20, 2004

Date

Total number of pages including cover sheet, attachments, and document: 3

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


TRADEMARK
 REEL: 002992 FRAME: 0507

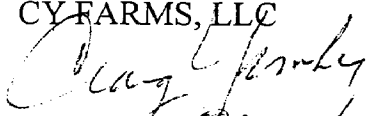
**ASSIGNMENT OF TRADEMARK
AND ASSIGNMENT AND ASSUMPTION OF TRADEMARK LICENSES**

FOR VALUE RECEIVED, pursuant to the Asset Sale Agreement ("ASA") dated October 7, 2003 between Agway, Inc. d/b/a Agway Feed & Nutrition Company, a Delaware corporation, P. O. Box 4933, Syracuse, New York 13221 ("Assignor"), and CY Farms, LLC, a New York limited liability company, with an address of 6460 Transit Road, Elba, New York 14508 ("Assignee"), the parties agree as follows.

1. Subject to the ASA and the assignment to and assumption of the Licenses (defined below) by Assignee pursuant to this Agreement, Assignor does hereby sell, grant, convey, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to the trademark TSPF (the "Mark"), including U.S. Trademark Registration No. 2663731, together with the good will of the business symbolized by the Mark and with the right to recover for damages and profits and all other remedies for past infringements of the Mark.
2. Assignor warrants and represents that it is the sole and exclusive owner of the Mark, and that it owns such Mark free and clear of all liens, charges and encumbrances, except for the licenses being assigned to and assumed by Assignee pursuant to this Agreement.
3. Assignor does hereby sell, grant, convey, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to the rights to use the Mark that have been granted by Assignor prior to the date of this Agreement to the licensees of the Mark listed in Schedule A, attached (the "Licenses"), and Assignee does hereby assume, for the direct benefit of Assignor and its licensees, Assignor's obligations under the Licenses.
4. Assignor covenants and agrees that it will, from time to time, upon request of Assignee, 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 Mark and the Licenses to Assignee. Assignee covenants and agrees that it will, from time to time, upon request of Assignor, do, execute, acknowledge and deliver such further documents as may be reasonably proper or necessary for better assuming the Licenses from Assignor.
6. This Agreement, including Schedule A, attached, contains the entire understanding of the parties with respect to its subject matter and supersedes all prior understandings or agreements of any kind.

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.
By: 
Title: President of Feed Division

CY FARMS, LLC
By: 
Title: Managing Member

Schedule A

Licensees

The following are the licenses of Assignor whose Licenses are assigned to and assumed by Assignee pursuant to the attached Agreement:

1. Kernel Acres Sunset View Farms, LLC (Easton, New York)
2. Alan Rice and Brian Brechbill or their nominee (Newburgh, Pennsylvania)
3. Jon and Patti Laure or their nominee (Hopkington, New York)