

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		01/14/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Agway, Inc.		
Street Address:	333 Butternut Drive		
City:	DeWitt		
State/Country:	NEW YORK		
Postal Code:	13214		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2618537	FRESHSEAL	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	fiona.o'donnell@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil,Gotshal& Manges c/o Fiona O'Donnell		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	11891.0007		
NAME OF SUBMITTER:	Fiona O'Donnell		
Signature:	/Fiona O'Donnell/		
Date:	01/10/2007		

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REEL: 003458 FRAME: 0277

Total Attachments: 4

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**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 14 day of January, 2004 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 (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 intellectual property registrations and applications listed on Schedule A hereto (the "Intellectual Property"); and

WHEREAS, the Borrowers have requested that GECC release all of GECC's security interests in the Intellectual Property, 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 Intellectual Property, 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 Intellectual Property.

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: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: *Peter Smit*
Name: Peter Smit
Title: Authorized Signatory

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

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

SCHEDULE A

Issued Patents:

COUNTRY	Patent Number	Issue Date	Title	Recorded at US PTO
United States	6,203,833	March 20, 2001	Process for Preserving Fresh Produce	04/04/2001, Reel 011667, Frame 0479; 10/15/2002, Reel 013386, Frame 0207
United States	6,165,529	December 26, 2000	Process for Preventing Fresh Produce and Coating Composition Therefor	04/04/2001, Reel 011667, Frame 0479; 10/15/2002, Reel 013386, Frame 0207

Trademarks:

Country	Reg. No.	Mark	Recorded at US PTO
United States	2618537	FRESHSEAL	04/05/2001, Reel 2317, Frame 0388; 10/15/2002, Reel 2596, Frame 0001