

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHERN STATES COOPERATIVE, INCORPORATED		10/09/2020	Corporation:
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., as Administrative Agent		
Street Address:	111 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6060161	GREENLAWN	
Registration Number:	6060162	GREENLAWN	
Registration Number:	5853095	GREENLAWN	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	11569-30140		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	10/14/2020		
Total Attachments: 4			

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of October 9, 2020 by SOUTHERN STATES COOPERATIVE, INCORPORATED (“**Grantor**”), in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and permitted assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor entered into that certain Amended and Restated Pledge and Security Agreement, dated as of May 11, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), among the Grantor, Southern States Holdings, LLC, SSC Insurance Agency, LLC, Southern States Underwriters, LLC, Southern States Ventures, L.C. and Virginia Seed Service, Incorporated, in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if


fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SOUTHERN STATES COOPERATIVE,
INCORPORATED, as Grantor

By: 
Name: Fred Jezouit
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007075 FRAME: 0175

Trademark Registrations and Applications

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark	Appl. No./	Appl. Date	Reg. No./	Reg. Date	Status
GREENLAWN	88403906	26-APR-2019	6060161	19-MAY-2020	Registered
GREENLAWN	88403912	26-APR-2019	6060162	19-MAY-2020	Registered
GREENLAWN	88067896	07-AUG-2018	5853095	03-SEP-2019	Registered