

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603223

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: VIRGINIA
RECEIVING PARTY DATA			
Name:	Crystal Financial LLC		
Street Address:	Two International Place		
Internal Address:	17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
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:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011597-0022		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	10/15/2020		
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, a Virginia corporation (the “**Grantor**”), in favor of CRYSTAL FINANCIAL LLC, 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 has entered into a Pledge and Security Agreement, dated May 11, 2018 (as amended by that certain First Amendment to Term Loan Agreement and First Amendment to Pledge and Security Agreement dated as of even date herewith, and as may be further amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of 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 the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark 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**

By: 
Name: Fred Jezouit
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007078 FRAME: 0098**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARK / SERVICE MARK	OWNERSHIP	APP. NO./ APP. DATE	REG. NO./ REG. DATE	STATUS
GREENLAWN 	Southern States Cooperative, Incorporated	88403906 26-APR-2019	6060161 19-MAY-2020	Registered
GREENLAWN	Southern States Cooperative, Incorporated	88403912 26-APR-2019	6060162 19-MAY-2020	Registered
GREENLAWN 	Southern States Cooperative, Incorporated	88067896 07-AUG-2018	5853095 03-SEP-2019	Registered

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RECORDED: 10/15/2020