

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617851

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGWAY FARM & HOME SUPPLY, LLC		12/18/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GIBRALTAR BUSINESS CAPITAL, LLC
Street Address:	400 SKOKIE BOULEVARD, SUITE 375
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	88286020	GREENLAWN
Serial Number:	88619915	GREENLAWN
Serial Number:	88619924	GREENLAWN
Serial Number:	88403895	GREENLAWN
Serial Number:	88403789	GREENLAWN
Serial Number:	88403912	GREENLAWN
Serial Number:	88403906	GREENLAWN
Serial Number:	88067896	GREENLAWN
Serial Number:	73814143	HI-TRACTION
Serial Number:	86320371	GREEN LABEL PLUS
Serial Number:	72099313	WEAR GREEN
Serial Number:	74060379	SPOT GREEN
Serial Number:	73814882	EASY-STIR
Serial Number:	76086477	CARPETMAKER
Serial Number:	85136257	READY GREEN
Serial Number:	73243701	SHADY GREEN
Serial Number:	85012268	SHADEE
Serial Number:	72073176	DURA-GREEN
Serial Number:	76297584	CRITTER FEAST

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	72124631	GREENLAWN
Serial Number:	74074501	AGWAY
Serial Number:	78482705	AGWAY
Serial Number:	78482716	AGWAY
Serial Number:	72224365	AGWAY
Serial Number:	72224363	AGWAY
Serial Number:	72224366	AGWAY
Serial Number:	78881786	FIELDMASTER
Serial Number:	72189675	AGWAY
Serial Number:	75228819	STAGE
Serial Number:	72224364	AGWAY
Serial Number:	77455556	GOLD LABEL PLUS
Serial Number:	73764675	FEEDER'S SELECT
Serial Number:	90225805	AGWAY FARM & HOME

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127829000
Email: NKONDZIOLKA@RSPLAW.COM
Correspondent Name: ANDREW M. SACHS, ESQ.
Address Line 1: 180 N LA SALLE ST STE 3300
Address Line 4: CHICAGO, ILLINOIS 60601

NAME OF SUBMITTER:	ANDREW M. SACHS, ESQ.
SIGNATURE:	/ANDREW M. SACHS/
DATE SIGNED:	12/31/2020

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Agreement**”), dated as of December 18, 2020, is executed by and between **AGWAY FARM & HOME SUPPLY, LLC**, a Delaware limited liability company (the “**Debtor**”), and **GIBRALTAR BUSINESS CAPITAL, LLC**, a Delaware limited liability company, having a business location at the address set forth below under its signature (“**Secured Party**”).

RECITALS:

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“**Copyrights**” means the copyright registrations, applications and exclusive copyright licenses set forth in **Exhibit A**.

“**IP Collateral**” means all Copyrights, Patents and Trademarks, other than any Excluded Property (as defined in the Loan Agreement).

“**Loan Agreement**” means that certain Loan and Security Agreement of an even date herewith by and between Debtor and Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance therewith.

“**Patents**” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit B**.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit C**.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “**Security Interest**”), with power of sale to the extent permitted by law, in the IP Collateral, to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) **Authority.** This Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Copyrights.** **Exhibit A** accurately lists all registered Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects in all material respects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any registered Copyrights not listed on **Exhibit A** or if **Exhibit A** ceases to accurately reflect, in all material respects, the existence and status of applications and registrations pertaining to the Copyrights, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit A**, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Patents.** **Exhibit B** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit B**, or if **Exhibit B** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within thirty (30) days provide written notice to the Secured Party with a replacement **Exhibit B**, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Trademarks.** **Exhibit C** accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any Trademarks not listed on **Exhibit C** or if **Exhibit C** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit C**, which upon acceptance by the Secured Party shall become part of this Agreement.

(e) **Title.** Debtor has absolute title to each Patent, Trademark and Copyright listed on **Exhibits A, B and C**, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in IP Collateral hereafter arising, title to each such IP Collateral free and clear of all Liens except Permitted Liens, and (ii) will keep all IP Collateral free and clear of all Liens except Permitted Liens.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the IP Collateral against all claims or demands of all Persons.

(g) **Maintenance.** Debtor will at its own expense maintain the IP Collateral to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits,

maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any IP Collateral, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any IP Collateral, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

4. **Debtor's Use of the IP Collateral.** The Debtor shall be permitted to control and manage the IP Collateral, including the right to exclude others from making, using or selling items covered by the IP Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

5. **Events of Default.** The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an Event of Default under this Agreement

6. **Remedies.** During the existence of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the IP Collateral.

(c) The Secured Party may enforce the IP Collateral and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released only explicitly in a writing signed by the Secured Party. This Agreement shall terminate upon termination of the Loan Agreement. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the IP Collateral at all or in any particular manner or order, or to apply any cash proceeds of IP Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect

when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions, except that any exercise by Lender of its remedies under this Agreement pertaining to the IP Collateral shall be conducted in accordance with the law of the applicable jurisdiction where Debtor's principal place of business is located. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

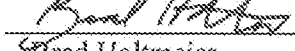
GIBRALTAR BUSINESS CAPITAL, LLC, a Delaware limited liability company

By: _____
Name: Mark Stoeberl
Title: Chief Credit Officer

400 Skokie Boulevard, Suite 375
Northbrook, Illinois 60062

AGWAY FARM & HOME SUPPLY, LLC, a Delaware limited liability company

By: Agway Holdings, LLC, its Manager

By:  _____
Name: Brad Holtmeier
Title: Manager

6606 West Broad Street
Richmond, Virginia 23230

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL, LLC,
a Delaware limited liability company

AGWAY FARM & HOME SUPPLY, LLC,
a Delaware limited liability company

By: 
Name: Mark Stoerber
Title: Chief Credit Officer

By: _____
Name: _____
Title: _____

400 Skokie Boulevard, Suite 375
Northbrook, Illinois 60062

6606 West Broad Street
Richmond, Virginia 23230

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007153 FRAME: 0175

EXHIBIT A

COPYRIGHTS

The website and URL <http://agway.com/> and all copyrightable content contained on such website.

EXHIBIT B





PATENTS


None.



EXHIBIT C

TRADEMARKS

1. The website and URL <http://agway.com/> and all trademarks contained on such website.
2. The following trademarks:

TRADEMARK / SERVICE MARK	OWNERSHIP	CLASS	GOODS / SERVICES	SERIAL NUMBER/ REGISTRATION NUMBER
	Southern States Cooperative, Incorporated	031 1(b)	Grass seed	88/286,020
GREENLAWN	Southern States Cooperative, Incorporated	008 1(b)	Hand operated spreaders for seed and dry lawn chemicals	88/619,915
	Southern States Cooperative, Incorporated	008 1(b)	Hand operated spreaders for seed and dry lawn chemicals	88/619,924
GREENLAWN	Southern States Cooperative, Incorporated	008 1(b)	Gardening tools, namely, manually operated long handled tools for working the ground	88/403,895
	Southern States Cooperative, Incorporated	008 1(b)	Gardening tools, namely, manually operated long handled tools for working the ground	88,403,789
GREENLAWN	Southern States Cooperative, Incorporated	001 1(b)	Soil additives, namely, agricultural lime	88/403,912 6,060,162
	Southern States Cooperative, Incorporated	001 1(b)	Soil additives, namely, agricultural lime	88/403,906 6,060,161

TRADEMARK / SERVICE MARK	OWNERSHIP	CLASS	GOODS / SERVICES	SERIAL NUMBER/ REGISTRATION NUMBER
	Southern States Cooperative, Incorporated	001 1(b)	Fertilizers	88/067,896 5,853,095
HI-TRACTION	Southern States Cooperative, Incorporated	019	Coal Tar based driveway sealer and filler	73/814,143/ 1,622,533
GREEN LABEL PLUS	Southern States Cooperative, Incorporated	022	Binder and baler twine; twine	86/320,371/ 4,671,803
WEAR GREEN	Southern States Cooperative, Incorporated	031	Grass seed mixture	72/099,313/ 0,712,670
SPOT GREEN	Southern States Cooperative, Incorporated	031	Lawn grass seed	74/060,379/ 1,640,717
EASY STIR	Southern States Cooperative, Incorporated	019	Coal tar based driveway sealer and filler	73/814,882/ 1,641,278
CARPETMAKER	Southern States Cooperative, Incorporated	001	Fertilizers for domestic and commercial use	76/086,477/ 2,469,695
READY GREEN	Southern States Cooperative, Incorporated	031	Grass seed	85/136,257/ 4,071,637
SHADY GREEN	Southern States Cooperative, Incorporated	031	Grass seed mixtures	73/243,701/ 1,188,858
SHADEE	Southern States Cooperative, Incorporated	031	Grass seed	85/012,268/ 4,116,336
DURA-GREEN	Southern States Cooperative, Incorporated	031	Grass seed	72/073,176 0,730,224
CRITTER FEAST	Southern States Cooperative, Incorporated	031	Foodstuffs for domestic and non-domestic animals	76/297,584/ 2,578,415

TRADEMARK / SERVICE MARK	OWNERSHIP	CLASS	GOODS / SERVICES	SERIAL NUMBER/ REGISTRATION NUMBER
GREENLAWN	Southern States Cooperative, Incorporated	001	Fertilizers	72/124,631/0,733,641
AGWAY	Southern States Cooperative, Incorporated	042	Retail general merchandise store services	74/074,501/1,847,932
	Southern States Cooperative, Incorporated	035	Retail general merchandise store services	78/482,705/3,065,355
	Southern States Cooperative, Incorporated	035	Retail general merchandise store services	78/482,716/3,065,356
AGWAY	Southern States Cooperative, Incorporated	001	Lawn fertilizer, garden fertilizer, plan goods, mulches, composts, (liquid fertilizers), soil conditioners (ammonium sulfate sold as fertilizer) and peat moss	72/224,365/0/808,749
AGWAY	Southern States Cooperative, Incorporated	001	Lawn and grass seed, garden seed, field seed (ryegrass), clover seed, alfalfa seed, bean seed, bluegrass seed, plant bulbs, rose bushes, soil, limestone, packaged plug of turf, pet litter, oyster shells, calcite crystals, poultry grit, potting soils, granite grit for poultry, charcoal briquettes and charcoal lighter	72/224,363/0,813,726
AGWAY	Southern States Cooperative, Incorporated	007	Hand and power operated sprayers for agricultural use	72/224,366/0,816,100
FIELDMASTER	Southern States Cooperative, Incorporated	009	Electric fence chargers	78/881,786/3,446,854

TRADEMARK / SERVICE MARK	OWNERSHIP	CLASS	GOODS / SERVICES	SERIAL NUMBER/ REGISTRATION NUMBER
AGWAY	Southern States Cooperative, Incorporated	021	House brooms, barn brooms, household brushes, dairy brushes, and stock brushes	72/189,675/0,858,931
STAGE	Southern States Cooperative, Incorporated	001	Lawn fertilizer for domestic use	75/228,819/2,200,381
AGWAY	Southern States Cooperative, Incorporated	001	Insecticides, fungicides, herbicides, water softening preparations, preparation for controlling crab grass, rodenticide	72/224,364/0,859,518
GOLD LABEL PLUS	Southern States Cooperative, Incorporated	022	Binder and baler twine; twine	77/455,556/3,540,193
FEEDER'S SELECT	Southern States Cooperative, Incorporated	031	Bird seed	73/764,675/1,560,070
AGWAY FARM & HOME	Southern States Cooperative, Incorporated	035	Wholesale general merchandise distributorship services; wholesale general merchandise distributorship services featuring pet and animal food and supplies, animal health products, bird food and supplies, lawn and garden products, seasonal home and hardware products and farm products and supplies	90/225,805