

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southern States Cooperative, Incorporated		02/25/2021	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	ACF FINCO I LP, as Agent
Street Address:	560 White Plains Rd, Ste 400
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1600379	STATESMAN
Registration Number:	2409481	SS CHEMICLEAN
Registration Number:	2414712	SS SUREMARK
Registration Number:	2422237	SS FOAMMAX
Registration Number:	2427524	SS FOAMFREE
Registration Number:	2485311	AFFIX
Registration Number:	2534283	ADEPT
Registration Number:	2534284	RELIABLE
Registration Number:	4897715	SIL-SPREAD
Registration Number:	2604356	CHLORO GOLD 720
Registration Number:	1815294	SS SOUTHERN STATES
Registration Number:	1264470	GROWMASTER
Registration Number:	1833570	BIG STRIKE
Registration Number:	1849767	SG
Registration Number:	2912895	SS SOUTHERN STATES
Registration Number:	1341322	SOUTHERN STATES
Registration Number:	2985269	GREEN-GRO
Registration Number:	1977506	SS SOUTHERN STATES
Registration Number:	1396295	SOUTHERN STATES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2032464	SUPERGOLD
Registration Number:	2169079	DE-FAC
Registration Number:	3543120	BRANDS YOU TRUST. PEOPLE WHO KNOW.
Registration Number:	1529163	GREEN CHARGER
Registration Number:	3672404	FRESH FROM THE HEART · FRESH FROM THE FA

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7658.009
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	02/26/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of February, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ACF FINCO I LP, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 25, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among by and among, *inter alia*, Administrative Borrower, the other Borrowers party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of February 25, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security

Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

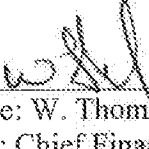
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

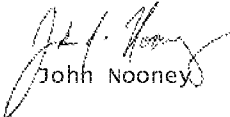
**SOUTHERN STATES COOPERATIVE,
INCORPORATED**, a Virginia agricultural
cooperative corporation

By: 
Name: W. Thomas Didlake, Jr.
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP


By: 
Name: John Nooney _____
Title _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Southern States Cooperative, Incorporated	USA	STATESMAN	73/838,266/ 1,600,379	11/13/89/ 6/12/90
Southern States Cooperative, Incorporated	USA	SS CHEMICLEAN	75/702,897/ 2,409,481	5/11/99/ 11/28/00
Southern States Cooperative, Incorporated	USA	SS SUREMARK	75/702,890/ 2,414,712	5/11/99/ 12/19/00
Southern States Cooperative, Incorporated	USA	SS FOAMMAX	75/758,324/ 2,422,237	7/23/99/ 1/16/01
Southern States Cooperative, Incorporated	USA	SS FOAMTREE	75/702,896/ 2,427,524	5/11/99/ 2/6/01
Southern States Cooperative, Incorporated	USA	AFFIX	76/148,943/ 2,485,311	10/18/00/ 9/4/01
Southern States Cooperative, Incorporated	USA	ADEPT	76/293,007/ 2,534,283	8/2/01/ 1/29/02
Southern States Cooperative, Incorporated	USA	RELIABLE	76/293,008/ 2,534,284	8/2/01/ 1/29/02
Southern States Cooperative, Incorporated	USA	SIL-SPREAD	86/621,805/ 4,897,715	5/7/15/ 2/9/16
Southern States Cooperative, Incorporated	USA	CHLORO GOLD 720	76/265,609/ 2,604,356	6/4/01/ 8/6/02

Southern States Cooperative, Incorporated	USA	 SOUTHERN STATES	74/800,405/ 1,815,294	11/15/90/ 1/4/94
Southern States Cooperative, Incorporated	USA	GROWMASTE R	73/371,682/ 1,264,470	6/25/82/ 1/17/84
Southern States Cooperative, Incorporated	USA	BIG STRIKE	74/394,308/ 1,833,570	5/25/93/ 5/3/94
Southern States Cooperative, Incorporated	USA		74/440,607/ 1,849,767	9/27/93/ 8/16/94
Southern States Cooperative, Incorporated	USA	 SOUTHERN STATES	78/273,124/ 2,912,895	7/11/03/ 12/21/04
Southern States Cooperative, Incorporated	USA	SOUTHERN STATES	73/509,174/ 1,341,322	11/16/84/ 6/11/85
Southern States Cooperative, Incorporated	USA	GREEN-GRO	78/405,524/ 2,985,269	4/21/04/ 8/16/05
Southern States Cooperative, Incorporated	USA	 SOUTHERN STATES	74/115,425/ 1,977,506	11/15/90/ 6/4/96
Southern States Cooperative, Incorporated	USA	SOUTHERN STATES	73/563,373/ 1,396,295	10/15/85/ 6/10/86
Southern States Cooperative, Incorporated	USA	SUPERGOLD	74/438,158/ 2,032,464	9/20/93/ 1/21/97

Southern States Cooperative, Incorporated	USA	DE-FAC	75/215,697/ 2,169,079	12/19/96/ 6/30/98
Southern States Cooperative, Incorporated	USA	BRANDS YOU TRUST. PEOPLE WHO KNOW	77/450,553/ 3,543,120	4/17/08/ 12/9/08
Southern States Cooperative, Incorporated	USA	GREEN CHARGER	73/727,797/ 1,529,163	5/11/88/ 3/14/89
Southern States Cooperative, Incorporated	USA		77/662,288/ 3,672,404	2/3/09/ 8/25/09

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.