

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHERN STATES COOPERATIVE, INCORPORATED		10/09/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	GROWMARK, Inc.		
Street Address:	1701 Towanda Avenue		
City:	Bloomington		
State/Country:	ILLINOIS		
Postal Code:	61701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2032464	SUPERGOLD	
Registration Number:	1849767	SG	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-343-7922		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jamie N. Nafziger, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jamie Nafziger		
SIGNATURE:	/Jamie Nafziger/		
DATE SIGNED:	09/20/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), effective as of October 9, 2020 (the "Effective Date"), is executed by and among GROWMARK, Inc., a Delaware Corporation ("Assignee"), and Southern States Cooperative, Incorporated, a Virginia corporation (the "Assignor"). All capitalized terms used but not otherwise defined herein shall have such meanings as ascribed to them in that certain Asset Purchase Agreement dated as of September 21, 2020 by and among Assignor, Assignee, and Growmark FS, LLC, a Delaware limited liability company (as amended, the "Purchase Agreement").

WHEREAS, Assignor, Assignee, and GFS have entered into the Purchase Agreement, pursuant to which Assignor has agreed to sell, convey and transfer to Assignee, and Assignee has agreed to purchase from Assignee all of Assignee's right, title, and interest in and to the **SUPERGOLD** word mark, **SUPERGOLD logo**, and other logos containing the word "SUPERGOLD" (if any) in which Assignor has trademark rights, including those marks identified on the attached Exhibit 1 (the "Marks").

NOW, THEREFORE, for good and valuable consideration set forth in the agreement below, in the Purchase Agreement, the respective covenants and commitments set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1) ASSIGNMENT OF THE MARKS

- a) Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks worldwide, and any applications and registrations therefor, including the registration identified on the attached Exhibit 1, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all applications and registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.
- b) Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

2) MISCELLANEOUS

- a) Entire Agreement. This Agreement and the Purchase Agreement evidence the entire agreement among the parties relating to the Marks and supersede in all respects all prior

oral or written agreements or understandings. In the event of any conflict or inconsistency between the terms, provisions or conditions of this Agreement and the terms, provisions or conditions of the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

- b) Amendment. This Agreement may be amended or modified only by a written instrument signed by Assignor and Assignee.
- c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one Agreement.
- e) Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to any conflicts of law provisions or principles thereof to the contrary.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the Effective Date.

Assignee:

GROWMARK, Inc.

By: Wade Mittelstadt

Name: Wade Mittelstadt

Title: Vice President and CFO

Date: 9/17/21

Assignor:

**Southern States
Cooperative, Incorporated**

By: Steven Becraft


Name: Steven Becraft

Title: President

Date: 9-17-21

[Signature Page to Trademark Assignment Agreement]

Exhibit 1

Marks	Registration No.	Goods
SUPERGOLD	2,032,464	4: Diesel Fuel
	1,849,767	4: Diesel Fuel

