

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM736401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACF FINCO I LP, as Agent		04/27/2022	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOUTHERN STATES COOPERATIVE, INCORPORATED		
<b>Street Address:</b>	6606 West Broad St.		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23230		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1849767	SG	
<b>Registration Number:</b>	2032464	SUPERGOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	16124926862		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Alison W. Jarzyna, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>NAME OF SUBMITTER:</b>	Alison W. Jarzyna		
<b>SIGNATURE:</b>	/Alison W. Jarzyna/		
<b>DATE SIGNED:</b>	06/22/2022		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
SPECIFIED TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARK RIGHTS (this "Termination and Release"), dated as of April 27, 2022, by ACF FINCO I LP, a Limited Partnership of Delaware, in its capacity as agent for itself (in such capacity, the "Agent") and the other Secured Parties under the Credit Agreement (as defined below) to SOUTHERN STATES COOPERATIVE, INCORPORATED, a Virginia corporation ("Southern States").

**WITNESSETH:**

WHEREAS, reference is made 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, among others, Southern States, the lenders from time to time party thereto and the Agent;

WHEREAS, reference is made to that certain Guaranty and Security Agreement dated as of February 25, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among, among others, Southern States, the lenders from time to time party thereto and the Agent;

WHEREAS, pursuant to the Security Agreement and that certain Trademark Security Agreement dated as of February 25, 2021 (the "Trademark Security Agreement"), Southern States unconditionally granted, assigned, and pledged to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (the "Security Interest") in all of Southern States' right, title and interest in, to and under the Trademark Collateral, including the trademarks specified in Schedule 1 hereto (the "Specified Trademarks"), all goodwill of the business connected with the use of, and symbolized by, the Specified Trademarks, any Trademark Intellectual Property Licenses of the Specified Trademarks, and all products and proceeds of the Specified Trademarks, including any claim by Southern States against third parties for past, present or future (i) infringement or dilution of any Specified Trademarks, (ii) injury to the goodwill associated with any Specified Trademarks, or (iii) right to receive license fees, royalties, and other compensation under Trademark Intellectual Property License of the Specified Trademarks (collectively, with the Specified Trademarks, the "Specified Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 26, 2021, at Reel/Frame 7204/0501; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Specified Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein shall have the meanings set forth in the Security Agreement or Trademark Security Agreement, as applicable.
2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Specified Trademark Collateral, and any right, title or interest of the Agent in such Specified Trademark Collateral shall hereby cease and become void. Notwithstanding the foregoing, (i) the Trademark Security Agreement is, and shall continue to be, in full force and effect, and (ii) except to the limited extent described in this Section 2,

nothing in this Termination and Release extinguishes, novates or releases any right, claim, lien, security interest or entitlement of the Agent or the other Secured Parties created by or contained in the Trademark Security Agreement or in any other Loan Document nor is Southern States released from any covenant, warranty or obligation created by or contained therein.


3. Recordation. The Agent authorizes recordation of this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at Southern States' expense.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Specified Trademark Rights by its duly authorized officer as of the date first above written.

**ACF FINCO I LP**

as Agent

By:   
Name: Oleh Serzypak  
Title: Authorized Signer