

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM736403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROWMARK, Inc., as Administrative Agent		04/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SOUTHERN STATES COOPERATIVE, INCORPORATED		
Street Address:	6606 West Broad St.		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
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:	16124926862		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Alison W. Jarzyna, 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:	Alison W. Jarzyna		
SIGNATURE:	/Alison W. Jarzyna/		
DATE SIGNED:	06/22/2022		
Total Attachments: 4			
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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 GROWMARK, Inc., a Delaware corporation, in its capacity as administrative agent for itself (in such capacity, the "Lender") and the other Secured Parties under the Trade Credit Facility Agreement (as defined below) to SOUTHERN STATES COOPERATIVE, INCORPORATED, a Virginia corporation ("Southern States").

WITNESSETH:

WHEREAS, reference is made to that certain Trade Credit Facility Agreement dated as of October 9, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Agreement"), by and among, among others, Southern States and the Lender;

WHEREAS, reference is made to that certain Pledge and Security Agreement dated as of October 9, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), by and among, among others, Southern States, the lenders from time to time party thereto and the Lender;

WHEREAS, pursuant to the Security Agreement and that certain Grant of a Security Interest – Trademarks a/k/a Trademark Security Agreement dated as of October 9, 2020 (the "Trademark Security Agreement"), Southern States granted to the Lender a continuing security interest (the "Security Interest") in all right, title and interest of Southern States in, to and under Collateral (as defined in the Trademark Security Agreement), including the trademark specified in Schedule 1 hereto (the "Specified Trademark"), together with, among other things the goodwill of the business symbolized by the Specified Trademark, 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 (collectively, with the Specified Trademark, the "Specified Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 20, 2020, at Reel/Frame 7083/0525;

WHEREAS, the Lender 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 Lender 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 Lender, 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 Lender 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 Lender 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.

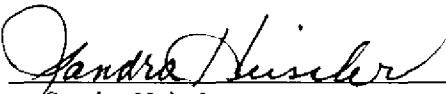
3. Recordation. The Lender authorizes recordation of this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at Southern States' expense.

[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.

GROWMARK, Inc.

as Lender

By: 
Name: Sandra Heissler
Title: Assistant Secretary

[Signature Page to Termination and Release of Security Interest in Specified Trademark Rights]