

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768766

| | | | |
|-----------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Agway Farm & Home Supply, LLC | | 10/26/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | True Value Company, L.L.C. | | |
| Street Address: | 8600 West Bryn Mawr Avenue | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60631-3505 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 41 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1847932 | AGWAY | |
| Registration Number: | 0808749 | AGWAY | |
| Registration Number: | 0813726 | AGWAY | |
| Registration Number: | 0816100 | AGWAY | |
| Registration Number: | 0858931 | AGWAY | |
| Registration Number: | 0859518 | AGWAY | |
| Registration Number: | 6640614 | AGWAY FARM & HOME | |
| Registration Number: | 4671803 | GREEN LABEL PLUS | |
| Registration Number: | 5853095 | GREENLAWN | |
| Registration Number: | 6060161 | GREENLAWN | |
| Registration Number: | 6201774 | GREENLAWN | |
| Registration Number: | 3065356 | AGWAY | |
| Registration Number: | 3065355 | AGWAY | |
| Registration Number: | 6060162 | GREENLAWN | |
| Registration Number: | 6201773 | GREENLAWN | |
| Registration Number: | 0733641 | GREENLAWN | |
| Registration Number: | 3446854 | FIELDMASTER | |
| Registration Number: | 2200381 | STAGE | |
| Registration Number: | 3540193 | GOLD LABEL PLUS | |

OP \$1040.00 1847932

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------|
| Registration Number: | 1560070 | FEEDER'S SELECT |
| Registration Number: | 0712670 | WEAR GREEN |
| Registration Number: | 1640717 | SPOT GREEN |
| Registration Number: | 2469695 | CARPETMAKER |
| Registration Number: | 4071637 | READY GREEN |
| Registration Number: | 1188858 | SHADY GREEN |
| Registration Number: | 4116336 | SHADEE |
| Registration Number: | 0730224 | DURA-GREEN |
| Registration Number: | 2578415 | CRITTER FEAST |
| Serial Number: | 97050957 | TRUE BALANCE |
| Serial Number: | 97050959 | TRUE BALANCE |
| Serial Number: | 97050967 | TRUE BALANCE |
| Serial Number: | 97050969 | TRUE BALANCE |
| Serial Number: | 97050970 | TRUE BALANCE |
| Serial Number: | 97050972 | TRUE BALANCE |
| Serial Number: | 97050961 | TRUE BALANCE |
| Serial Number: | 97050964 | TRUE BALANCE |
| Serial Number: | 90862272 | AGWAY ARMOR |
| Serial Number: | 90787171 | AGWAY ARMOR |
| Serial Number: | 90787173 | AGWAY |
| Serial Number: | 90787176 | AGWAY |
| Serial Number: | 97050954 | TRUE BALANCE |

CORRESPONDENCE DATA

Fax Number: 6123329081

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: 6123364615

Email: rerrickson@merchantgould.com

Correspondent Name: Christopher J. Schulte

Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Christopher J. Schulte

SIGNATURE: /Christopher J. Schulte/

DATE SIGNED: 11/18/2022

Total Attachments: 11

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**INTELLECTUAL PROPERTY BILL OF SALE AND
ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT AGREEMENT (this “**Bill of Sale and Assignment**”), dated as of October 26, 2022 (the “**Effective Date**”), is entered into by and between True Value Company, L.L.C., a Delaware limited liability company (together with its affiliates, “**Assignee**”) and Agway Farm & Home Supply, LLC, a Delaware limited liability company (“**Assignor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated as of August 31, 2022 by and between Assignor and Assignee (“**APA**”). Hereinafter, Assignor and Assignee, may be referred to individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

WHEREAS, pursuant to the APA, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, certain rights, title, claims, and interests in and to the intellectual property rights (“**IP**”) owned by the Estate (as defined in the APA) and as listed on **Schedule A** hereto.

WHEREAS, pursuant to the APA, Assignor has agreed to execute this Bill of Sale and Assignment in order to effectively assign, transfer, and convey to Assignee such assets.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property Rights. Upon the terms set forth in the APA, Assignor hereby irrevocably sells, conveys, assigns, transfers, delivers and sets over to Assignee and its successors and assigns all of the Assignor’s right, title, claim, and interest in and to any and all of the IP, and including all goodwill associated therewith and all income and royalties hereafter due or payable to Assignor with respect to the IP, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees and legal representatives, including all rights to sue for any past infringement or unauthorized use of any of the foregoing and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives as such rights would have been held and enjoyed by Assignor had this Bill of Sale and Assignment not been made (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the IP, and including any priority right that may have arisen from Assignor’s use of the IP and/or prior ownership of the registration of the IP). In order to enable the use by Assignee of the website names and addresses set forth on **Schedule A** hereto (“**Domain Names**”), Assignor agrees to also assign the content within the websites and provide Assignee, on the Effective Date, with any account information with which the Domain Names are registered, including any user names and passwords relating thereto, as well as any technical specifications/capabilities created for the websites.
2. Limited License to Sell Inventory. In accordance with the terms of the APA, as amended, upon consummation of the assignment contemplated herein, Assignee hereby grants a non-exclusive, non-transferable license to use the “Agway” brand/trademark, service marks,

tradenames, brand names, and logos to the buyers that purchase Assignor's inventory during the Bankruptcy Case on a bulk basis for resale purposes, including but not limited to, Florida Hardware, LLC (the "**Inventory Buyers**"), through the period ending on December 31, 2023. However, after March 31, 2023, the Inventory Buyers shall have no right to use the "Agway" brand/trademark, service marks, tradenames, brand names, and logos in any advertising, marketing and/or promotion of the inventory they purchase.

3. Authorization. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other official throughout the world whose duty is to register and record ownership in the IP, to record Assignee as the assignee and owner of any and all of Assignor's rights in the IP.
4. Further Assurances. Assignor and Assignee agree to execute and deliver such other assignment agreements and other instruments of conveyance and assignment and will do such other acts and things, at the requesting Party's expense, in each case as that Party may reasonably request, as shall be reasonably necessary to vest in Assignee such title to such IP, to transfer the Domain Names and to fulfill and discharge each Party's obligations of conveyance and discharge hereunder and under the APA. The Parties agree to develop and implement a plan to transfer all the IP using the appropriate personnel designated by each Party. Assignor acknowledges and agrees that it will take all reasonably necessary steps to protect and maintain the goodwill associated with the IP prior to Closing and will refrain from any actions that would materially impair the goodwill associated with the IP post-Closing.
5. Governing Law. This Bill of Sale and Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to conflict of law provisions thereof.
6. Purchase Agreement. This Bill of Sale and Assignment is executed and delivered pursuant to Section 2 of the APA, and is subject to the terms of the APA, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the APA.
7. Counterparts. This Bill of Sale and Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (including delivery by facsimile, electronic mail (PDF) or other electronic transmission or original) of signatures to this Bill of Sale and Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.
8. Severability. Each provision of this Bill of Sale and Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Bill of Sale and Assignment.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Bill of Sale and Assignment as of the date first written above.

ASSIGNOR:

By:  _____

Name: Jay Quickel

Title: President and CEO

ASSIGNEE:

By: _____

Name: Eric Lane


Title: Senior Vice President, Sales

IN WITNESS WHEREOF, the Parties hereto have executed this Bill of Sale and Assignment as of the date first written above.

ASSIGNOR:

By: _____
Name: Jay Quickel
Title: President and CEO

ASSIGNEE:

By: 

Name: Eric Lane
Title: Senior Vice President, Sales

DOMAIN NAMES / DIGITAL CERTIFICATES

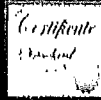


agwaynet.agway.com

Issued by: R3

Expires: Thursday, June 23, 2022 at 6:32:26 PM Eastern Daylight Time

This certificate is valid

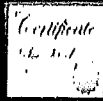


vendor.agway.com

Issued by: R3

Expires: Wednesday, July 27, 2022 at 8:13:26 AM Eastern Daylight Time

This certificate is valid



www.agway.com

Issued by: R3

Expires: Wednesday, June 22, 2022 at 2:03:11 PM Eastern Daylight Time

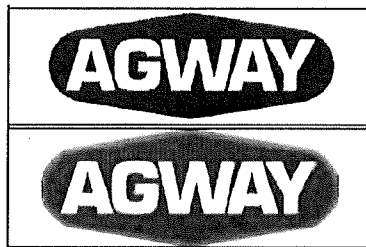
This certificate is valid

TRADEMARK


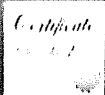

REEL: 007897 FRAME: 0770

SCHEDULE 1.1

AGWAY LOGOS



DOMAIN NAMES / DIGITAL CERTIFICATES



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|---|---|
|  | agwaynet.agway.com Issued by: R3 Expires: Thursday, June 23, 2022 at 5:32:25 PM Eastern Daylight Time <input checked="" type="checkbox"/> This certificate is valid |
|  | vendor.agway.com Issued by: R3 Expires: Wednesday, July 27, 2022 at 8:13:25 AM Eastern Daylight Time <input checked="" type="checkbox"/> This certificate is valid |
|  | www.agway.com Issued by: R3 Expires: Wednesday, June 22, 2022 at 2:03:11 PM Eastern Daylight Time <input checked="" type="checkbox"/> This certificate is valid |




TRADEMARKS


AGWAY FARM AND HOME SUPPLY, LLC TRADEMARK/SERVICE MARK STATUS CHART MATTER NO. 0178866

Last Updated: June 22, 2022

| TRADEMARK / SERVICE MARK | CLASS | GOODS / SERVICES | SERIAL NO. REGISTRATION NO. | DATE FILED DATE ISSUED | LAST ACTION | NEXT ACTION |
|--------------------------|-------|---|-----------------------------|------------------------|---------------------------------------|-----------------------------|
| TRUE BALANCE | 003 | pet deodorizer, non-medicated pet shampoo, non-medicated pet conditioner | 97050954 | 09/29/2021 | 06/14/22 - Notice of Allowance Issued | 12/14/21 - SOU or 1 EOT |
| TRUE BALANCE | 005 | dietary pet supplements | 97050957 | 09/29/2021 | 06/14/22 - Notice of Allowance Issued | 12/14/21 - SOU or 1 EOT |
| TRUE BALANCE | 006 | metal pet tags | 97050959 | 09/29/2021 | 06/14/22 - Notice of Allowance Issued | 12/14/21 - SOU or 1 EOT |
| TRUE BALANCE | 020 | pet beds, cat scratching posts, cat scratching pads, non-metal pet tags, pet crates | 97050967 | 09/29/2021 | 06/14/22 - Notice of Allowance Issued | 12/14/21 - SOU or 1 EOT |
| TRUE BALANCE | 021 | pet combs, pet brushes, pet feeding and drinking bowls, pet cages, portable water and fluid dispensers for pets | 97050969 | 09/29/2021 | 06/14/22 - Notice of Allowance Issued | 12/14/21 - SOU or 1 EOT |
| TRUE BALANCE | 028 | dog toys, cat toys | 97050970 | 09/29/2021 | 06/14/22 - Notice of Allowance Issued | 12/14/21 - SOU or 1 EOT |
| TRUE BALANCE | 031 | dog food, dog treats, cat treats, dog biscuits, cat biscuits, cat litter, livestock feed, animal feed, pet food | 97050972 | 09/29/2021 | 06/14/22 - Notice of Allowance Issued | 12/14/21 - SOU or 1 EOT |
| TRUE BALANCE | 008 | Hair clippers for pets, hand-operated shears for pets, non-electric hair clippers for pets, nail clippers for pets | 97050961 | 09/29/2021 | 06/21/22 - NOA issued | 12/21/21 - SOU or 1 EOT due |
| TRUE BALANCE | 018 | leashes for animals, harnesses for animals, clothing for pets, pet tags specially adapted for attaching to pet leashes or collars | 97050964 | 09/29/2021 | 06/21/22 - NOA issued | 12/21/21 - SOU or 1 EOT due |
| AGWAY ARMOR | 001 | hydraulic fluid | 90862272 | 08/03/2021 | 06/21/22 - NOA issued | 12/21/21 - SOU or 1 EOT due |
| | 004 | Motor oil, engine oil, hydraulic oil and gear oil | | | | |



| TRADEMARK / SERVICE MARK | CLASS | GOODS / SERVICES | SERIAL NO. REGISTRATION NO. | DATE FILED DATE ISSUED | LAST ACTION | NEXT ACTION |
|---|----------|---|-----------------------------|------------------------|--|---|
| AGWAY ARMOR | 001 | hydraulic fluid | 90787171 | 06/22/2021 | 06/21/22 - NOA issued | 12/21/21 - SOU or 1 EOT due |
| | 004 | Motor oil, engine oil, hydraulic oil and gear oil | | | | |
|  | 001 | hydraulic fluid | 90787173 | 06/22/2021 | 06/21/22 - NOA issued | 12/21/21 - SOU or 1 EOT due |
| | 004 | Motor oil, engine oil, hydraulic oil and gear oil | | | | |
| AGWAY | 001 | hydraulic fluid | 90787176 | 06/22/2021 | 06/21/22 - NOA issued | 12/21/21 - SOU or 1 EOT due |
| | 004 | Motor oil, engine oil, hydraulic oil and gear oil | | | | |
| AGWAY FARM & HOME | 035 1(b) | Wholesale general merchandise distributorship services; | 90225805 | 9/30/2020 | 02/08/22 - Registration Issued | 02/08/27 - Window to file 8/15 opens |
| | | 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 | 6640614 | 02/08/22 | | 02/08/28 - Window to file Section 8/15 closes |
| ALL MARKS BEYOND THIS POINT ARE ASSIGNED TO AGWAY FARM AND HOME SUPPLY, LLC as of 12/18/2020 | | | | | | |
| AGWAY | 042 | Retail general merchandise store services | 74074,501 | 7/2/90 | 7/22/14 - Filed Section 8/9 | 8/2/23 - Window to file 8/9 opens |
| | | | 1,847,932 | 8/2/94 | | 8/2/24 - Window to file 8/9 closes |
| GREEN LABEL PLUS | 022 | Binder and baler twine; twine | 86320,371 | 6/25/14 | 1/13/21 - Section 8/15 filed by Buchalter, APC | 1/13/24 - Window to file 8/9 opens |
| | | | 4,671,803 | 1/13/15 | | 1/13/25 - Window to file 8/9 closes |
|  | 001 1(b) | Fertilizers | 88067,896 | 8/7/18 | 9/3/19 - Registration issued | 9/3/24 - Window to file 8/15 opens |
| | | | 5,853,095 | 9/3/19 | | 9/3/25 - Section 8/15 Due |

| TRADEMARK / SERVICE MARK | CLASS | GOODS / SERVICES | SERIAL NO. REGISTRATION No. | DATE FILED DATE ISSUED | LAST ACTION | NEXT ACTION |
|---|-------------|---|-----------------------------|------------------------|-------------------------------|---|
|  | 035 | Retail general merchandise store services | 78482,716 3,065,356 | 9/13/04 3/7/06 | 2/22/16 - Filed Section 8/9 | 3/7/25 - Window to file 8/9 opens 3/7/26 - Window to file 8/9 closes |
|  | 035 | Retail general merchandise store services | 78482,705 3,065,355 | 9/13/04 3/7/06 | 2/22/16 - Filed Section 8/9 | 3/7/25 - Window to file 8/9 opens 3/7/26 - Window to file 8/9 closes |
| AGWAY | 001 | Lawn fertilizer, garden fertilizer, plant foods, mulches, composts, (liquid fertilizers), soil conditioners (ammonium sulfate sold as fertilizer) and peat moss | 72224,365 0808,749 | 7/28/65 5/24/66 | 3/17/16 - Filed Section 8/9 | 5/24/25 - Window to file 8/9 opens 5/24/26 - Window to file 8/9 closes |
| GREENLAWN | 001 1(b) | Soil additives, namely, agricultural lime | 88403,912 6,060,162 | 4/26/19 5/19/20 | 5/19/20 - Registration issued | 5/19/25 - Window to file 8/15 opens 5/19/26 - Section 8/15 Due |
|  | 001 1(b) | Soil additives, namely, agricultural lime | 88403,906 6,061,161 | 4/26/19 5/19/20 | 5/19/20 - Registration issued | 5/19/25 - Window to file 8/15 opens 5/19/26 - Section 8/15 Due |
| AGWAY | 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 | 72224,363 0,813,726 | 7/28/65 8/30/66 | 6/29/16 - Filed Section 8/9 | 8/30/25 - Window to file 8/9 opens 8/30/26 - Window to file 8/9 closes |
| AGWAY | 007 | Hand and power operated sprayers for agricultural use | 72224,366 0,816,100 | 7/28/65 10/4/66 | 9/12/16 - Filed Section 8/9 | 10/4/25 - Window to file 8/9 opens 10/4/26 - Window to file 8/9 closes |

| TRADEMARK / SERVICE MARK | CLASS | GOODS / SERVICES | SERIAL NO. REGISTRATION No. | DATE FILED DATE ISSUED | LAST ACTION | NEXT ACTION |
|---|-------------|---|-----------------------------|------------------------|--------------------------------|---|
| GREENLAWN | 008 1(b) | Hand operated spreaders for seed and dry lawn chemicals | 88619,915 6,201,773 | 9/17/19 11/17/20 | 11/17/20 - Registration issued | 11/17/25 - Window to file 8/15 opens 11/17/26 - Section 8/15 Due |
|  | 008 1(b) | Hand operated spreaders for seed and dry lawn chemicals | 88619,924 6,201,774 | 9/17/19 11/17/20 | 11/17/20 - Registration issued | 11/17/25 - Window to file 8/15 opens 11/17/26 - Section 8/15 Due |
| FIELDMASTER | 009 | Electric fence chargers | 78881,786 3,446,854 | 5/11/06 6/10/08 | 3/2/18 - Filed Section 8/9 | 6/10/27 - Window to file 8/9 opens 6/10/28 - Window to file 8/9 closes |
| AGWAY | 021 | House brooms, barn brooms, household brushes, dairy brushes, and stock brushes | 72189,675 0,838,931 | 3/26/64 10/22/68 | 6/4/18 - Filed Section 8/9 | 10/22/27 - Window to file 8/9 opens 10/22/28 - Window to file 8/9 closes |
| STAGE | 001 | Lawn fertilizer for domestic use | 75228,819 2,200,381 | 1/21/97 10/27/98 | 6/4/18 - Filed Section 8/9 | 10/27/27 - Window to file 8/9 opens 10/27/28 - Window to file 8/9 closes |
| AGWAY | 001 | Insecticides, fungicides, herbicides, water softening preparations, preparation for controlling crab grass, rodenticide | 72224,364 0,859,518 | 7/28/65 11/5/68 | 8/30/18 - Filed Section 8/9 | 11/5/27 - Window to file 8/9 opens 11/5/28 - Window to file 8/9 closes |
| GOLD LABEL PLUS | 022 | Blender and baler twine; twine | 77455,556 3,540,193 | 4/23/08 12/2/08 | 8/30/18 - Filed Section 8/9 | 12/2/27 - Window to file 8/9 opens 12/2/28 - Window to file 8/9 closes |
| FEEDER'S SELECT | 031 | Bird seed | 73764,675 1,560,070 | 11/21/88 10/10/89 | 9/12/2019 - Filed Section 8/9 | 10/10/28 - Window to file 8/9 opens 10/10/29 - Window to file 8/9 closes |

| TRADEMARK/SERVICE MARK | CLASS | GOODS/SERVICES | SERIAL No. REGISTRATION No. | DATE FILED DATE ISSUED | LAST ACTION | NEXT ACTION |
|------------------------|-------|---|-----------------------------|------------------------|-------------------------------|---|
| WEAR GREEN | 031 | Grass seed mixture | 72099,313 0,712,670 | 6/20/60 3/21/61 | 12/11/20 - Filed Section 8/9 | 3/21/30 - Window to file 8/9 opens 3/21/31 - Window to file 8/9 closes |
| SPOT GREEN | 031 | Lawn grass seed | 74060,379 1,640,717 | 5/18/90 4/9/91 | 04/01/2021 - Filed Sect. 8/9 | 4/9/30 - Window to file 8/9 opens 4/9/31 - Window to file 8/9 closes |
| CARPETMAKER | 001 | Fertilizers for domestic and commercial use | 76086,477 2,469,695 | 7/11/00 7/17/01 | 06/18/2021 - Filed Sect. 8/15 | 7/17/30 Window to file 8/9 opens 7/17/31 - Window to file 8/9 closes |
| READY GREEN | 031 | Grass seed | 85136,257 4,071,637 | 9/23/10 12/13/11 | 06/18/2021 - Filed Sect. 8/15 | 12/13/30 - Window to file 8/9 opens 12/13/31 - Window to file 8/9 closes |
| SHADY GREEN | 031 | Grass seed mixtures | 73243,701 1,188,858 | 12/21/79 2/2/82 | 12/21/21 - 8/9 Filed | 3/02/31 - Window to file 8/9 opens 2/02/32 - Window to file 8/9 closes |
| SHADEE | 031 | Grass seed | 85012,268 4,116,336 | 4/12/10 3/20/12 | 02/15/22 - Filed Section 8/9 | 3/20/31 - Window to file 8/9 opens 3/10/32 - Window to file 8/9 closes |
| DURA-GREEN | 031 | Grass seed | 72073,176 0,730,224 | 4/23/59 4/24/62 | 12/21/21 - Section 8/9 filed | 4/24/31 - Window to file 8/9 opens 4/24/32 - Window to file 8/9 closes |
| GREENLAWN | 001 | Fertilizers | 72124,631 0,733,641 | 7/25/61 7/3/62 | 08/18/21 - Section 8/9 filed | 7/3/31 - Window to file 8/9 opens 7/3/32 - Window to file 8/9 closes |

ALL MARKS BEYOND THIS POINT ARE ABANDONED

| TRADEMARK/SERVICE MARK | CLASS | GOODS/SERVICES | SERIAL No. REGISTRATION No. | DATE FILED DATE ISSUED | LAST ACTION | NEXT ACTION |
|---|-------------|--|-----------------------------|------------------------|--|---|
|  | 031 1(b) | Grass seed | 88286,020 | 2/1/19 | 02/14/2021 - Filed fifth extension | 06/20/22 - client is not pursuing - ABANDONED |
| CRITTER FEAST | 031 | Foodstuffs for domestic and non-domestic animals | 76297,584 2,578,415 | 8/9/01 6/11/02 | 06/07/21 - Client is no longer using this mark | Allow mark to be canceled 6/11/22 - Section 8/9 due |
| HI-TRACTION | 019 | Coal Tar based driveway sealer and filler | 73814,143 1,622,533 | 7/24/89 11/13/90 | | 10/29/20 - ABANDON Per Southern States |
| GREENLAWN | 008 1(b) | Gardening tools, namely, manually operated long handled tools for working the ground | 88403,895 | 4/26/19 | 3/6/20 - Filed first extension 10/8/19 - Received NOA | ABANDONED |
|  | 008 1(b) | Gardening tools, namely, manually operated long handled tools for working the ground | 88403,789 | 4/26/19 | 3/6/20 - Filed first extension 10/8/19 - Received NOA | ABANDONED |
| EASY STIR | 019 | Coal tar based driveway sealer and filler | 73814,882 1,641,278 | 7/26/89 4/16/91 | | 3/31/21 - ABANDON Per Jay Quicksel |

SCHEDULE 1.2

EQUIPMENT LIST

| # | QTY | AGWAY ASSET # | FIXED ASSETS DESCRIPTION PHYSICAL LOCATION: CLOVERDALE VIRGINIA DISTRIBUTION CENTER |
|---|-----|---------------------|---|
| <u>MATERIAL HANDLING EQUIPMENT</u> | | | |
| 26 | 1 | 420 | 2020, RAYMOND MDL. 560-OPC30TT ELECTRIC ORDER PICKER, ELECTRIC, 3000# CAP., SN: 560-20-A52206 |
| 27 | 1 | 520 | 2020, RAYMOND MDL. 560-OPC30TT ELECTRIC ORDER PICKER, ELECTRIC, 3000# CAP., SN: 560-20-A52215 |
| 28 | 1 | 320 | 2020, RAYMOND MDL. 560-OPC30TT ELECTRIC ORDER PICKER, ELECTRIC, 3000# CAP., SN: 560-20-A52198 |
| 34 | 1 | 120 | 2020, RAYMOND MDL. 750-DR32TT ELECTRIC REACH TRUCK, 3000# CAP., SN: 750-20-AC80505 |
| 35 | 1 | 220 | 2020, RAYMOND MDL. 8410 ELECTRIC RIDE-ON PALLET JACK, 6000# CAP., SN: 841-20-56820 |
| 76 | 1 | 819 | 2019, POWERBOSS NAUTILUS HD MDL. PB45HLP RIDE-ON FLOOR SCRUBBER/SWEEPER, LPG, SN: 19PB1389 |