

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern States Cooperative, Incorporated		03/16/2023	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2985269	GREEN-GRO	
Registration Number:	2912895	SS SOUTHERN STATES	
Registration Number:	3672404	FRESH FROM THE HEART · FRESH FROM THE FA	
Registration Number:	3762695	AGWAY ENVIRONMENTALLY FRIENDLY PRODUCTS	
Registration Number:	3762694	ECO AWARE AGWAY ENVIRONMENTALLY FRIENDLY	
Registration Number:	3543120	BRANDS YOU TRUST. PEOPLE WHO KNOW.	
Registration Number:	2604356	CHLORO GOLD 720	
Registration Number:	2169079	DE-FAC	
Registration Number:	1833570	BIG STRIKE	
Registration Number:	1815294	SS SOUTHERN STATES	
Registration Number:	1977506	SS SOUTHERN STATES	
Registration Number:	1529163	GREEN CHARGER	
Registration Number:	1396295	SOUTHERN STATES	
Registration Number:	1341322	SOUTHERN STATES	
Registration Number:	1264470	GROWMASTER	
Registration Number:	1600379	STATESMAN	
CORRESPONDENCE DATA			
Fax Number:	2158325619		

OP \$415.00 2985269

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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy Pecsénye (KH 074658-22137)
Address Line 1: One Logan Square, 8th floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-22137
NAME OF SUBMITTER:	Timothy D Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/16/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) made as of March 16, 2023 by SOUTHERN STATES COOPERATIVE, INCORPORATED, a Virginia corporation (the “**Grantor**”), in favor of PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the Lenders (“**Agent**”).

W I T N E S S E T H

WHEREAS, Grantor, each other Person joined to the Credit Agreement (as defined below) as a borrower from time to time (together with Grantor, collectively, the “**Borrowers**” and each a “**Borrower**”), and each Person joined to the Credit Agreement (as defined below) as a guarantor from time to time (collectively, the “**Guarantors**” and each a “**Guarantor**” and together with the Borrowers, collectively, the “**Loan Parties**” and each a “**Loan Party**”) have entered into that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among Loan Parties, the financial institutions which are now or which thereafter become a party thereto (collectively, the “**Lenders**” and each individually a “**Lender**”) and Agent (as amended, restated, supplemented, modified or replaced from time to time, the “**Credit Agreement**”), whereby Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Credit Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, copyrights, trademarks (or any application in respect of the foregoing), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its grant pursuant to the Credit Agreement of a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

a. each trademark, trademark application, copyright, copyright application, each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “**Trademarks**”; such copyrights and copyright applications, the “**Copyrights**”; and such patents and patent applications, the “**Patents**”), in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent or Copyright; and

b. all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Copyright or Patent, or (ii) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks, Copyrights or Patents without the prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement solely for the purpose of amending Schedule 1, to include any such new Trademarks, Patents or Copyrights of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.


7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


**SOUTHERN STATES COOPERATIVE,
INCORPORATED**

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

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: William A. Brown

Title: Senior Vice President

[Signature Page Intellectual Property Security Agreement]

TRADEMARK
REEL: 008006 FRAME: 0106

SCHEDULE 1

Trademarks:

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
GREEN-GRO	USA	Southern States Cooperative, Incorporated	08/16/2005	2985269
	USA	Southern States Cooperative, Incorporated	12/21/2004	2912895
	USA	Southern States Cooperative, Incorporated	05/25/2009	3672404
AGWAY ENVIRONMENTALLY FRIENDLY PRODUCTS	USA	Southern States Cooperative, Incorporated	03/23/2010	3762695
	USA	Southern States Cooperative, Incorporated	03/23/2010	3762694
BRANDS YOU TRUST. PEOPLE WHO KNOW.	USA	Southern States Cooperative, Incorporated	12/09/2008	3543120
CHLORO GOLD 720	USA	Southern States Cooperative, Incorporated	08/06/2002	2604356
DE-FAC	USA	Southern States Cooperative, Incorporated	05/30/1998	2169079
BIG STRIKE	USA	Southern States Cooperative, Incorporated	05/03/1994	1833570

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
 SOUTHERN STATES	USA	Southern States Cooperative, Incorporated	01/04/1994	1815294
 SOUTHERN STATES	USA	Southern States Cooperative, Incorporated	05/04/1996	1977506
GREEN CHARGER	USA	Southern States Cooperative, Incorporated	03/14/1989	1529163
SOUTHERN STATES	USA	Southern States Cooperative, Incorporated	06/10/1986	1396295
SOUTHERN STATES	USA	Southern States Cooperative, Incorporated	06/11/1985	1341322
GROWMASTER	USA	Southern States Cooperative, Incorporated	01/17/1984	1264470
STATESMAN	USA	Southern States Cooperative, Incorporated	06/12/1990	1600379

Patents: None.

Copyrights:

Title	Owner	Reg. Date	Reg. No.
Cooperative farmer / Don R. Tindall, editor, Charles I. Batchelor, associate editor, Luther C. Wells, layout.	Southern States Cooperative, Inc.	1980-01-17; 1980-02-05; 1980-03-12; 1980-04-17; 1980-05-15; 1980-05-15; 1980-05-15; 1980-09-19; 1980-10-20; 1980-10-20	TX0000396671; TX0000411185; TX0000484475; TX0000454120; TX0000473155; TX0000500216; TX0000520705; TX0000548800; TX0000569224; TX0000666019
Cooperative farmer / Don R. Tindall, editor, Charles I. Batchelor, associate editor, Luther C. Wells, layout.	Southern States Cooperative, Inc.	1979-01-16; 1979-02-08; 1979-03-13; 1979-04-13; 1979-05-18; 1979-07-11; 1979-08-10; 1979-09-17; 1979-10-30; 1979-12-11	TX0000178147; TX0000189686; TX0000207050; TX0000228068; TX0000248407; TX0000286900; TX0000306716; TX0000329848; TX0000355468; TX0000379463
Cooperative farmer / Don R. Tindall, editor, Charles I. Batchelor, associate editor, Luther C. Wells, layout.	Southern States Cooperative, Inc.	1978-02-17; 1978-03-20; 1978-04-24; 1978-05-30; 1978-07-05; 1978-08-23; 1978-11-28; 1978-10-26; 1978-12-08	TX0000002840; TX0000012141; TX0000028564; TX0000072206; TX0000061743; TX0000093705; TX0000156147; TX0000128405; TX0000154821
Cooperative farmer / Don R. Tindall, editor, Charles I. Batchelor, associate editor, Luther C. Wells, layout.	Southern States Cooperative, Inc.	1978-01-10	TX0000000924
Cooperative farmer / Don R. Tindall, editor ; Charles I. Batchelor, associate editor ; Luther C. Wells, layout and art	Southern States Cooperative, Inc.	1983-01-13 and 1983-01-26	TX0001046087 and TX0001075246
Cooperative farmer / Don R. Tindall, editor ; Charles I. Batchelor, associate editor ; Luther C. Wells, layout and art	Southern States Cooperative, Inc.	1982-01-25; 1982-02-12; 1982-03-12; 1982-04-23; 1982-05-20; 1982-07-08; 1982-08-11; 1982-09-14; 1982-10-18	TX0000837241; TX0000853397; TX0000868654; TX0000894031; TX0000908747; TX0000941349; TX0000957945; TX0000975780; TX0000994634

Title	Owner	Reg. Date	Reg. No.
Cooperative farmer / Don R. Tindall, editor ; Charles I. Batchelor, associate editor ; Luther C. Wells, layout and art	Southern States Cooperative, Inc.	1981-01-19; 1981-02-11; 1981-04-13; 1981-05-18; 1981-07-02; 1981-08-04; 1981-09-14; 1981-10-15; 1981-11-27;	TX0000615575; TX0000626048; TX0000671725; TX0000694291; TX0000721617; TX0000770074; TX0000801555; TX0000783521; TX0000809733