

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolinas Cotton Growers Cooperative, Inc.		12/10/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	150 Fayetteville Street, Suite 600		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2641111		
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2812412.00095WACHOVIA		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/ Karl S. Sawyer, Jr. /		

OP \$40.00 2641111

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**TRADEMARK
 REEL: 004111 FRAME: 0465**

Date:

12/10/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 10, 2009 by and between CAROLINAS COTTON GROWERS COOPERATIVE, INC., a North Carolina corporation (the "Grantor"), having its chief executive office at 101 Sigma Drive, Garner, North Carolina 27529 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 150 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of the date hereof, by and among the Grantor, the Lenders and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Credit Agreement").

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of the date hereof by and among the Grantor and certain of the Grantor's Subsidiaries (as such term is defined in the Credit Agreement) in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presenting existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**CAROLINAS COTTON GROWERS
COOPERATIVE, INC. as Grantor**

By: J. Michael Quinn
Name: J. Michael Quinn
Title: President

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

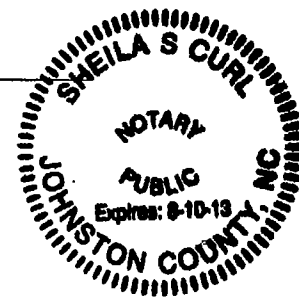
I, Sheila S Curl, a Notary Public for said County and State, do hereby certify that J. Michael Quinn personally appeared before me this day and stated that he is President of Carolinas Cotton Growers Cooperative, Inc. (the "Company") and acknowledged, on behalf of the Company the due execution of the foregoing instrument.

Witness my hand and official seal, this 8th day of December, 2009.

Sheila S. Curl
Notary Public

My commission expires:

8-10-13



Agreed and Accepted as of the date first written above.


WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____

Name: Tim Sechrest
Title: Senior Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Reg. No.	Reg. Date	(Class) Goods	Record Owner	Status
Cotton Logo 	2,641,111	Oct. 22, 2002	(35) Direct marketing advertising for others in the field of cotton farming and production (36) Brokerage in the field of cotton farming and production	Carolinas Cotton Growers Cooperative, Inc.	Registered Renewal due Oct. 22, 2012

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.