



10-21-2002

PTO-1595

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Agway, Inc. (Debtor-in-Possession)

10-15-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

2. Name and address of receiving party(ies)

Name: General Electric Capital
Corporation, as agent

Internal Address: _____

Street Address: 800 Connecticut Avenue,Two NorthCity: Norwalk State: CT Zip: 06854Execution Date: 10/4/02Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 10/128,798and 60/400,823B. Patent No.(s) 6,165,5296,203,833, 6,231,895, 6,391,454Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marianne F. TarasInternal Address: Paul, Hastings, Janofsky& Walker LLPStreet Address: 1055 Washington Boulevard10/18/2002 TDIAZ1 00000192 10128798

01 FC:8031

240.00 OP

City: Stamford State: CT Zip: 069016. Total number of applications and patents involved: 67. Total fee (37 CFR 3.41).....\$240.00☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras

Name of Person Signing

Marianne F. Taras
Signature10/9/02
DateTotal number of pages including cover sheet, attachments, and documents: 161Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 013386 FRAME: 0207



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 4, 2002, is made by Agway, Inc., a Delaware corporation, as debtor and debtor-in-possession, Feed Commodities International LLC, a limited liability company organized under the laws of the state of Delaware, as debtor and debtor-in-possession, Brubaker Agronomic Consulting Service LLC, a limited liability company organized under the laws of the state of Delaware, as debtor and debtor-in-possession, Agway General Agency, Inc. a New York corporation, as debtor and debtor-in-possession, Country Best Adams, LLC, a limited liability company organized under the laws of the state of Delaware, as debtor and debtor-in-possession, Country Best-Deberry LLC, a limited liability company organized under the laws of the state of Delaware, as debtor and debtor-in-possession, (collectively, the "Debtor Borrowers"), Agway Energy Products LLC, a limited liability company organized under the laws of the state of Delaware, Agway Energy Services-PA, Inc., a Delaware corporation and Agway Energy Services, Inc., a Delaware corporation (collectively, the "Non-Debtor Borrowers") together with the Debtor Borrowers, the "Grantors" and each individually as a "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement dated as of the date hereof by and among Grantors, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors; and

WHEREAS, Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Intellectual Property Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby

pledges and grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that it does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Agent, on behalf of itself and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of such Grantor's business may become abandoned, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Within 45 days after the end of each Fiscal Quarter, Grantors shall provide Agent a list of any applications for the registration of any Patent, Trademark or Copyright filed by any Credit Party with the United States Patent and Trademark Office, The United States Copyright Office or any similar office or agency in the prior Fiscal Quarter, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks or Copyrights (now or hereafter existing) material to the operation of such Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AGWAY, INC.
FEED COMMODITIES INTERNATIONAL LLC
BRUBAKER AGRONOMIC CONSULTING SERVICE LLC
COUNTRY BEST-DEBERRY LLC
AGWAY ENERGY PRODUCTS LLC
AGWAY ENERGY SERVICES-PA, INC.
AGWAY ENERGY SERVICES, INC.
AGWAY GENERAL AGENCY, INC.
COUNTRY BEST ADAMS, LLC

By: Karen J. Ohliger
Name: Karen J. Ohliger
Title: Treasurer

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Charles D. Chiodo
Name: Charles D. Chiodo
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Onondaga) SS.

On this 4th day of October, 2002 before me personally appeared Karen J. Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Janet Williams
Notary Public

{seal}

JANET WILLIAMS
Notary Public in the State of New York
Qualified in Onondaga County No. 4957864
My Commission Expires October 23, 192005

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Onondaga) ss.

On this 4th day of October, 2002 before me personally appeared Karen J. Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FEED COMMODITIES INTERNATIONAL LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Janet Williams
Notary Public

{seal}

JANET WILLIAMS
Notary Public in the State of New York
Qualified in Onondaga County No. 4957864
My Commission Expires October 23, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Onondaga) ss.

On this 4th day of October, 2002 before me personally appeared Karen J. Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BRUBAKER AGRONOMIC CONSULTING SERVICE LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Janet Williams
Notary Public

JANET WILLIAMS
Notary Public in the State of New York
Qualified in Onondaga County No. 4957864
My Commission Expires October 23, ~~19~~2005

{seal}

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York ,
COUNTY OF Onondaga)
ss.

On this 4th day of October, 2002 before me personally appeared Karen J. Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COUNTRY BEST-DEBERRY LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Janet Williams
Notary Public

JANET WILLIAMS
Notary Public in the State of New York
Qualified in Onondaga County No. 4957864
My Commission Expires October 23, 192005

{seal}

ACKNOWLEDGMENT OF GRANTOR

STATE OF

New York

ss.

COUNTY OF

Madison

On this 4th day of October, 2002 before me personally appeared Karen J. Theliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY ENERGY PRODUCTS LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Barbara A. Saltsman
Notary Public

{seal}

BARBARA A. SALTSMAN
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MADISON COUNTY
NO. 01SA6024446
MY COMMISSION EXPIRES MAY 10, 2003

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York

COUNTY OF Onondaga SS.

On this 4th day of October, 2002 before me personally appeared Klaus J. Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY ENERGY SERVICES-PA, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Barbara A. Saltzman
Notary Public

{scal}

BARBARA A. SALTSMAN
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MADISON COUNTY
NO. 01SA6024446
MY COMMISSION EXPIRES MAY 10, 2003

SIM/233337

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Onondaga) ss.

On this 4th day of October, 2002 before me personally appeared Karen J. Ohliger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY ENERGY SERVICES, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Janet Williams
Notary Public

JANET WILLIAMS
Notary Public in the State of New York
Qualified in Onondaga County No. 4957864
My Commission Expires October 23, 192005

{seal}

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF Onondaga ss.

On this 4th day of October, 2002 before me personally appeared Varen J. Chieffo, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AGWAY GENERAL AGENCY, INC. who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Barbara A. Saltzman
Notary Public

{seal}

BARBARA A. SALTSMAN
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MADISON COUNTY
NO. 01SA6024446
MY COMMISSION EXPIRES MAY 10, 2003

ACKNOWLEDGMENT OF GRANTOR

STATE OF

New York

COUNTY OF

Onabaga ss.

On this 4th day of October, 2002 before me personally appeared Kenneth J. O'Leary, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COUNTRY BEST ADAMS, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Barbara A. Saltzman
Notary Public

{seal}

BARBARA A. SALTSMAN
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MADISON COUNTY
NO. 01SA6024446
MY COMMISSION EXPIRES MAY 10, 2003

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY, INC.

I. PATENT REGISTRATIONS

U.S. Patent No. 6,165,529 Issued December 26, 2000	Process for Preserving Fresh Produce and Coating Composition Therefor (PVOH)
U.S. Patent No. 6,203, 833 Issued March 20, 2001	Preserving Fresh Product (CMC)
Canadian Patent No. 1,225,273 Issued February 23, 1988	Formulating dairy cow rations to optimize milk production
U.S. Patent No. 6,231,895 Issued May 15, 2001	Feed stock for ruminants with controlled release non-protein nitrogen
U.S. Patent No. 6,391,454 Issued May 21, 2002	Controlled-Release Urea-Based Products

II. PATENT APPLICATIONS

U.S. Patent Application Serial No. 10/128,798	Preserving Fresh Produce (Chitosan)
U.S. Patent Application Serial No. 60/400,823	Preserving Fresh Produce (Diofan)
Patent Cooperation Treaty ("PCT") Request (U.S. Patent Application Serial No. 09/516,957)	Feed stock for ruminants with controlled- release non-protein nitrogen
Australian Patent Application No. 10055/00	Preserving Fresh Produce (PVOH)
Australian Patent Application No. 25250/00	Controlled Release Urea-Based Products
Brazilian Patent Application No. P1 0001552-0	Controlled Release Urea-Based Products

Brazilian Patent Application
No. PI 0000040-0

Preserving Fresh Produce (PVOH)

Canadian Patent Application
No. 2,304,432

Controlled Release Urea-Based Products

Canadian Patent Application
No. 2,295,243

Preserving Fresh Produce (PVOH)

Chinese Patent Application
No. 00106435.5

Controlled Release Urea Based Products
(Alkyd)

European Patent Application
No. 99126268.4

Preserving Fresh Produce (PVOH)

European Patent Application
No. 00107226.3

Controlled Released Urea-Based Products

India Patent Application No.
298MUM2000

Controlled Released Urea-Based Products

Israeli Patent Application
No. 133,827

Preserving Fresh Produce (PVOH)

Japanese Patent Application
No. 3535/2000

Preserving Fresh Produce (PVOH)

Japanese Patent Application
No. 104950/2000

Controlled Release Urea-Based Products

Mexican Patent Application
No. 3301

Controlled Release Urea-Based Products

Mexican Patent Application
No. 000314

Preserving Fresh Produce (PVOH)

New Zealand Patent Application
No. 503624

Controlled Release Urea-Based Products

Polish Patent Application
No. P.339442

Controlled Release Urea-Based Products

Russian Patent Application
No. 2000108768

Controlled Release Urea-Based Products

III. PATENT LICENSES

License Agreement between Agway, Inc. and Planet Polymer Technologies, Inc. dated November 14, 2000.

License Agreement dated November 12, 1998 by and between Agway Consumer Products, Inc. and Planet Polymer.

Fertilizer License Agreement dated August 16, 1999 by and between Agway Consumer Products, Inc. and Planet Polymer Technologies, Inc. and Amendment No. 1 dated August 31, 1999 recognizing merger of Agway Consumer Products, Inc. into Agway, Inc.

Sub-Agreement to License Agreement (Animal Feed) dated March 1, 2000 by and between Agway, Inc. and Planet Polymer Technologies, Inc.

Sub-Agreement to License Agreement (Fruits, Vegetables, Etc.) dated March 1, 2001 by and between Agway, Inc. and Planet Polymer Technologies, Inc.

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

FEED COMMODITIES INTERNATIONAL LLC

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

BRUBAKER AGRONOMIC CONSULTING SERVICE LLC

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY GENERAL AGENCY, INC.

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY BEST ADAMS, LLC

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY BEST-DEBERRY LLC

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY PRODUCTS LLC

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS -None
- III. PATENT LICENSES - None

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY SERVICES-PA, INC.

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY SERVICES, INC.

- I. PATENT REGISTRATIONS - None
- II. PATENT APPLICATIONS - None
- III. PATENT LICENSES - None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY, INC.

I. TRADEMARK REGISTRATIONS

See list attached for all registered trademarks and pending applications for trademarks. Any trademarks deleted on the attached list have been discontinued or sold.

II. TRADEMARK APPLICATIONS

See list attached for pending applications for trademarks.

III. TRADEMARK LICENSES

Trademark License Agreement between Agway, Inc. and Zappala Farms LLC dated August 22, 2002.

License Agreement between Agway, Inc. and Cenex Harvest States Cooperatives dated September 16, 2002.

Endorsement Agreement among Countryway Insurance Company (formerly Agway Insurance Company), Agway, Inc. and United Farm Family Mutual Insurance Company dated August 28, 2002.

Marketing Agreement and Trademark License between Agway, Inc. and Southern States Cooperative, Inc. dated March 1, 2001.

License Agreement dated November 14, 2000 between Agway, Inc. and Planet Polymer Technologies, Inc.

License Agreement dated July 31, 2000 between Agway, Inc. and Southern States Cooperative, Incorporated and Addendum to License Agreement dated September 18, 2000.

Trademark License Agreement between Agway, Inc. and Country Best Adams, LLC dated August 6, 1997.

YieldGard ® Corn License and Seed Services Agreement dated December 2, 1997 between Agway, Inc. and Monsanto Company.

Roundup Ready ® Corn License and Seed Services Agreement dated December 2, 1997 between Agway, Inc. and Monsanto Company.

Roundup Ready ® Soybean License and Seed Services Agreement dated December 2, 1997 between Agway, Inc. and Monsanto Company.

Licensee Incentive Agreement dated December 2, 1997 between Agway Inc. and Monsanto Company.

Agway, Inc.

Trademark Report by Mark
Status: ACTIVE

Printed: 09/19/2002 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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AGRI-CARE

UNITED STATES	11420.0237-US	06/12/1978	73/174,103	08/19/1980	1,138,915	REGISTERED	36
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36 - Services comprising providing groups life and health insurances

AGRI-LEAD

UNITED STATES	T00387US0	09/14/1988	716,970	07/18/1989	1,548,604	REGISTERED	36,37
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36 - Agricultural and commercial building leasing services

37 - Leasing equipment and machinery for agricultural and commercial use

AGRI-LEASE

UNITED STATES	T00382US0	10/13/1984	000,000	10/13/1984	778,628	REGISTERED	100
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100 - Leasing service of buildings, machinery and equipment for use generally in the agricultural field

UNITED STATES	T00382US1	12/29/1986	637,667	02/23/1988	1,476,073	REGISTERED	42
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42 - Leasing of Capital Equipment, Leasing of Agricultural Machinery, Buildings and Equipment

AGRI-PLAN

UNITED STATES	T00383US0	04/15/1985	532,479	06/10/1986	1,396,539	REGISTERED	09,41
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09 - Computer programs dealing with farm management

41 - Educational services - namely, training users in the operation of on-farm computer systems

AGWAY

BERMUDA	T00384BM0	10/05/1987	5739	10/05/1987	5739	REGISTERED	46
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46 - Dry beans, cooked beans, bread, pastry and pancake flour, cake mixes, frozen and canned vegetables, frozen and canned fruits and fruit juices, molasses, bran cereal, cereal grain, fresh, frozen and powdered eggs, cooked eggs packed in tubes, dog and cat foods, dairy feeds, and salt cake

MEXICO	11420.0232-MX	02/28/2001	473395	05/31/2001	701893	REGISTERED	05
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05 - ANIMAL FEED ADDITIVE FOR USE AS A NUTRITIONAL SUPPLEMENT

PANAMA	11420.0008-PA	11/13/1979	079464	11/13/1979	079464	REGISTERED	31
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31 - Dry beans, cereal grain, dog and cat foods, bran cereal

UNITED STATES	T00384US0	04/30/1964	192,365	10/26/1965	798,187	REGISTERED	100
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100 - Business counselling for farmers, architectural design services for farmers, and counselling in the feeding and management of dairies and poultry

UNITED STATES	T00384US1	07/28/1965	224,367	04/19/1966	807,289	REGISTERED	38
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38 - Handbooks and guides for users of fertilizer, seed, sprays and dusts, etc

UNITED STATES	T00384US2	04/30/1964	192,368	05/03/1966	807,910	REGISTERED	103
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103 - Building construction, farm equipment installation, electrical installation, service and repair on water systems, oil burner service, etc.

UNITED STATES	T00384US3	04/30/1964	192,366	05/10/1966	808,210	REGISTERED	100
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100 - Fertilizer and lime spreading services and feed grinding and mixing services

UNITED STATES	T00384US4	04/30/1964	192,369	05/10/1966	808,227	REGISTERED	105
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105 - Farm delivery service of feed, fertilizer, seed, pesticides and miscellaneous farm supplies, etc.

UNITED STATES	T00384US5	04/30/1964	192,370	05/10/1966	808,228	REGISTERED	106
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106 - Legume inoculation and seed treatment

UNITED STATES	T00384US6	07/28/1965	224,365	05/24/1966	808,749	REGISTERED	10
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10 - Lawn fertilizer, garden fertilizer, fertilizer ingredients, plant foods, mulches, composts, etc.

UNITED STATES	T00384US7	07/28/1965	224,363	08/30/1966	813,726	REGISTERED	01
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01 - Lawn and grass seed, garden seed, field seed (wheat, oats, barley, corn, etc.), clover seed, alfalfa seed

UNITED STATES	T00384US8	07/28/1965	224,366	10/04/1966	816,100	REGISTERED	23
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23 - Hand and power operated sprayers and dusters for agricultural use, lawn mowers and parts therefor, barn cleaners of the belt type, silo unloaders, hay and grain elevators, egg washers, wheel chocks, grain scoops and water pumps

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AGWAY continued ...							
UNITED STATES	T00384US9	03/26/1964	189,665	11/22/1966	818,977	REGISTERED	12
12 - Ready mixed hydraulic cement, composition roofing, laminated rafters, laminated building panels, building insulating material, storm windows, storm doors, metal siding, asphalt siding, treated wood poles, sheathing paper, steel posts, blacktop driveway sealer, wooden farm gates, and caulking compound							
UNITED STATES	T00384USB	07/28/1965	224,368	01/17/1967	822,470	REGISTERED	46
46 - Dry beans, cooked beans, bread, pastry and pancake flour, cake mixes, frozen and canned vegetables, etc.							
UNITED STATES	T00384USC	05/04/1966	244,867	02/14/1967	823,866	REGISTERED	07
07 - Baller twine, binder twine and rope							
UNITED STATES	T00384USD	05/04/1966	244,869	02/14/1967	823,961	REGISTERED	21
21 - Electric motors, electric water heaters, electrical yard lights and electric fence controllers							
UNITED STATES	T00384USE	03/26/1964	189,667	10/22/1968	858,802	REGISTERED	15
15 - Motor oil, gear oil, viscous grease, diesel fuel, fuel additives, fuel oil, gasoline and kerosene							
UNITED STATES	T00384USF	03/26/1964	189,675	10/22/1968	858,931	REGISTERED	29
29 - House brooms, bam brooms, household brushes, dairy brushes and stick brushes							
UNITED STATES	T00384USG	03/26/1964	189,676	10/22/1968	858,934	REGISTERED	31
31 - Water softeners, water filters, milk filters, freezers, refrigerators and water coolers							
UNITED STATES	T00384USH	03/26/1964	189,684	10/22/1968	859,059	REGISTERED	52
52 - Egg washing cleanser, household and dairy soaps and detergents, flea soap and washing powder							
UNITED STATES	T00384USI	07/28/1965	224,364	11/05/1968	859,518	REGISTERED	06
06 - Insecticides, room deodorants, moth preventatives, aluminum sulfate, algacide, rust inhibitors, fungicides, herbicides, water softening preparation, preparation for controlling crab grass, agricultural and household germicides, disinfectant, rodenticide, anti-freeze, crow repellents, flea powder, and legume inoculant							
UNITED STATES	T00384USJ	04/12/1985	531,938	10/15/1985	1,366,044	REGISTERED	42
42 - Lawn care services							
UNITED STATES	T00384USK	03/13/1986	587,723	12/09/1986	1,420,422	REGISTERED	36
36 - Insurance underwriting services							
UNITED STATES	11420.0061-US	02/25/1991	74/142,036	01/21/1992	1,672,790	REGISTERED	36
36 - INSURANCE ADMINISTRATION SERVICES							
UNITED STATES	11420.0058-US	07/02/1990	74/074,501	08/02/1994	1,847,932	REGISTERED	42
42 - Retail general merchandise store services							
AGWAY and design							
UNITED STATES	11420.0085-US	02/25/1991	74/141,568	02/18/1992	1,676,105	REGISTERED	36
36 - HOMEOWNERS INSURANCE UNDERWRITING; INSURANCE ADMINISTRATION							
AGWAY CATALOG SERVICE							
UNITED STATES	T00386US0	03/15/1985	528,977	09/24/1985	1,362,676	REGISTERED	42
42 - Mail order services in the agricultural supply field							
AGWAY DAIRY MAX RATION MANAGEMENT SYSTEM							
UNITED STATES	11420.0310-US					PROPOSED	
AGWAY ENERGY CENTER							
UNITED STATES	11420.0178-US	03/23/1999	75/666,390			ALLOWED	42
42 - RETAIL STORES FEATURING HOME HEATING AND COOLING PRODUCTS							

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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AGWAY ENERGY PRODUCTS

UNITED STATES	T00387US0	02/04/1985	520,548	09/03/1985	1,357,550	REGISTERED	04,37,42
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04 - Gasoline, kerosene, diesel fuel and heating fuel oils

37 - Installing, servicing and repairing heating equipment and vehicle service station services

42 - Distributing heating fuel oil by truck; and retail store services in the field of oil burners and parts therefor

AGWAY ENERGY PRODUCTS and design

UNITED STATES	T00388US0	02/05/1985	520,803	09/10/1985	1,358,791	REGISTERED	04,37,42
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04 - Gasoline, kerosene, diesel fuel and heating fuel oils

37 - Installing, servicing, and repairing heating equipment; and vehicle service station services

42 - Distributing heating fuel oil by truck; and retail store services in the field of oil burners and parts therefor

AGWAY GARDENS

UNITED STATES	T00389US0	12/23/1971	410,957	10/16/1973	971,004	REGISTERED	101
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101 - Lawn and garden retail store services

AGWAY PETS U AGWAY FOUNDED A.D. 1964 100% SATISFACTION GUARANTEE

UNITED STATES	T00060US0	01/18/1995	74/622,420	07/01/1997	2,076,087	REGISTERED	42
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42 - Retail store services in the field of pet foods and pet supplies

AGWAY PETS U and design

UNITED STATES	11420.0139-US	01/18/1995	74/622,412	04/08/1997	2,051,294	REGISTERED	42
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42 - Retail store services in the field of pet foods and pet supplies

AGWAY PROPANE

UNITED STATES	T00413US0	03/15/1985	527,059	09/17/1985	1,360,047	REGISTERED	04,37,42
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04 - Propane fuel

37 - Installing, servicing, and repairing heating equipment

42 - Distributing propane fuel by truck

AGWAY PROPANE (logo)

UNITED STATES	T00403US0	03/15/1985	527,052	09/17/1985	1,360,046	REGISTERED	04,37,42
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04 - Propane fuel

37 - Installing, servicing, and repairing heating equipment

42 - Distributing propane fuel by truck

AGWAY XL

UNITED STATES	11420.0236-US	08/15/2000	76/109,646			PENDING	29
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29 - SUNFLOWER SEED FOR HUMAN CONSUMPTION

AUTOMATE

UNITED STATES	T00364US0	10/07/1985	581,890	07/28/1988	1,498,034	REGISTERED	37
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37 - Automated gasoline station services rendered by means of an access device activated dispensing system

BACKYARD BANQUET FOR BIRDS

UNITED STATES	11420.0084-US	11/13/1990	74/420,000	06/02/1992	1,690,400	REGISTERED	31
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31 - BIRD FOOD

BEEFMIX

UNITED STATES	T00001US0		696,223	04/02/1957	643,675	REGISTERED	46
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46 - Feed for beef cattle

BEST OF THE WEST

UNITED STATES	T00416US0	02/22/1988	712,494	05/09/1989	1,538,360	REGISTERED	31
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31 - Fresh potatoes

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BEST OF THE WEST logo							
UNITED STATES	T00417US0	02/22/1988	712,428	05/23/1989	1,540,747	REGISTERED	31
31 - Fresh potatoes							
BIRDSNACK							
CANADA	11420.0089-CA	04/30/1991	681,116	03/20/1992	396,081	REGISTERED	
IRELAND	11420.0108-IE	08/11/1992	4377/92	08/11/1992	8162661	REGISTERED	31
31 - Bird food							
UNITED STATES	11420.0092-US	02/25/1991	74/141,979	01/21/1992	1,672,726	REGISTERED	31
31 - Bird food							
BLUE RIBBON							
UNITED STATES	T00419US0	04/22/1974	19,486	11/11/1975	1,024,804	REGISTERED	31
31 - Garden seeds, flower seeds, vegetable seeds, field seeds and grass seeds							
CARDINALS' CHOICE							
UNITED STATES	11420.0318-US	01/18/1995	74/622,411	12/03/1996	2,021,320	REGISTERED	31
31 - BIRD FOOD							
CHICKADEE'S CHOICE							
UNITED STATES	11420.0183-US	06/07/1999	75/723,223	12/12/2000	2,413,188	REGISTERED	31
31 - Wild bird food							
CHIRP							
UNITED STATES	T00422US0	01/26/1990	237,267	05/23/1997	829,193	REGISTERED	46
46 - Wild bird food and sunflower seed							
COUNTRY BEST							
CANADA	11420.0006-CA	01/16/1977	294,456	08/04/1967	152,407	REGISTERED	N/A
N/A - For fresh fruit, namely, apples, peaches, pears, nectarines and plums; potatoes, fresh eggs and egg products; dried beans, breakfast cereals and flour							
CANADA	11420.0242-CA	04/23/2001	1100367			PENDING	n/a
n/a - FRESH VEGETABLES							
UNITED STATES	T00010US0	12/20/1965	234,865	03/07/1967	825,391	REGISTERED	46
46 - Potatoes							
UNITED STATES	11420.0065-US	10/09/1990	74/103,991	10/27/1998	2,200,004	REGISTERED	31
31 - Fresh vegetables							
UNITED STATES	11420.0150-US	10/24/1997	75/378,995			PENDING	31
31 - Fresh fruit							
UNITED STATES	11420.0152-US	02/03/1998	75/428,424			PENDING	29
29 - Dried beans							
COUNTRY CLUB COUNTRY FEEDS/EQUINE CLUB SUPPORT PROGRAM and design							
UNITED STATES	T00014US0	01/18/1995	74/622,414	09/23/1997	2,099,817	REGISTERED	36
36 - Providing financial support to qualified, non-profit equine clubs and organizations and their events							
COUNTRY FEEDS							
UNITED STATES	11420.0088-US	12/06/1990	74/121,010	12/17/1991	1,688,722	REGISTERED	31
31 - FOWL AND ANIMAL FEEDS							

PATENT

REEL: 013386 FRAME: 0238

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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~~COUNTRY PRIDE GOLD~~

UNITED STATES	11420.0062-US	10/11/1990	74/104,084	11/23/1993	1,006,370	REGISTERED	36
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~~36 - Insurance administration services and homeowners insurance underwriting services~~~~COUNTRY PRIDE SILVER~~

UNITED STATES	11420.0063-US	10/11/1990	74/105,086	09/14/1993	1,792,901	REGISTERED	36
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~~36 - Insurance administration services and homeowners insurance underwriting services~~~~CROPWORKS~~

UNITED STATES	11420.0190-US	09/10/1999	75/796,825			ALLOWED	42
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~~42 - PROVIDING A DATABASE OF INFORMATION IN THE FIELD OF AGRONOMY AND THE FIELD OF AGRICULTURAL EQUIPMENT AND SUPPLIES VIA A GLOBAL COMPUTER INFORMATION NETWORK~~~~CUSTOMIN~~

UNITED STATES	11420.0118-US	07/12/1993	74/410,763	03/29/1994	1,828,480	REGISTERED	31
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~~31 - Dairy cattle feed~~~~Design (leaf)~~

UNITED STATES	11420.0017-US	10/03/1980	73/735,429	05/29/1990	1,509,004	REGISTERED	01
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~~01 - Chemical products for improving forage quality~~~~EARLY EDGE~~

UNITED STATES	11420.0117-US	05/11/1994	74/527,595	04/10/1995	4,009,540	REGISTERED	01
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~~01 - FERTILIZER FOR AGRICULTURAL USE~~~~EASTLAND~~

UNITED STATES	T00434US0	00/12/1974	24,013	03/30/1976	1,006,935	REGISTERED	31
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~~31 - Field seed~~~~EASY-STIR~~

UNITED STATES	11420.0009-US	07/26/1989	73/814,882	04/16/1991	1,641,278	REGISTERED	19
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~~19 - COAL TAR BASED DRIVEWAY SEALER AND FILLER~~~~EMPIRE SWEETS HOW SWEET THEY ARE!~~

NEW YORK	11420.0197-NY			10/27/1997	R 28792	REGISTERED	
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~~EMPIRE SWEETS EMPIRE SWEET ONIONS~~

NEW YORK	11420.0196-NY			10/11/1996	R 20441	REGISTERED	
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~~EMPIRE SWEETS HOW SWEET THEY ARE! and Design~~

UNITED STATES	11420.0181-US	11/23/1998	75/594,005	10/10/2000	2,392,723	REGISTERED	31
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~~31 - FRESH SWEET ONIONS~~~~ENERROYAL~~

UNITED STATES	T00436US0	11/25/1985	570,425	11/03/1987	1,463,974	REGISTERED	42
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~~42 - Oil heating furnace distributor services~~~~EXTEND A LIFE~~

UNITED STATES	11420.0179-US	06/27/1997	75/316,093	07/07/1998	2,171,360	REGISTERED	01
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~~01 - Potassium permanganate impregnated into zeolite and sold in packets for placement in refrigerators, freezers, fruit bowls, etc. to reduce spoilage and aging of fruits and vegetables and to eliminate odors~~

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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FABU-MELT

UNITED STATES	T00438US0	12/10/1982	405,602	02/21/1984	1,267,511	REGISTERED	01
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01 - Chemical preparation for melting ice and snow

FEATHERED FRIEND

CANADA	11420.0033-CA	05/23/1989	632,804	03/15/1991	331,560	REGISTERED	N/A
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~~N/A - Bird food~~

UNITED KINGDOM	11420.0105-GB	07/13/1992	1306709	07/13/1992	B1 500 709	REGISTERED	31
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~~31 - BIRD FOOD~~

UNITED STATES	T00440US0	01/26/1966	237,284	06/06/1967	829,871	REGISTERED	46
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46 - Wild bird food and sunflower seed

UNITED STATES	T00440US1	01/03/1989	73/772,700	09/05/1989	1,554,740	REGISTERED	21
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21 - Bird feeders

FEATHERED FRIEND and design

CANADA	11420.0097-CA	05/23/1989	632,785	03/08/1991	331,163	REGISTERED	N/A
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~~N/A - Bird food and bird feeders~~

UNITED STATES	T00441US0	05/16/1988	728,753	12/13/1988	1,516,596	REGISTERED	31
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31 - Bird food

UNITED STATES	T00441US1	01/03/1989	73/772,664	09/12/1989	1,555,798	REGISTERED	21
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21 - Bird feeders

FIELD FRESH

UNITED STATES	T00442US0	10/13/1987	890,232	06/14/1988	1,491,778	REGISTERED	01
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~~01 - Chemical preservative for use in animal feed~~**FINCH DELIGHT**

CANADA	11420.0091-CA	04/30/1991	881,113	06/12/1992	399,213	REGISTERED	N/A
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~~N/A - Bird food~~

UNITED KINGDOM	11420.0112-GB	08/14/1992	1309678	08/14/1992	B1 509 678	REGISTERED	31
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~~31 - Bird food~~

UNITED STATES	T0007US0	11/20/1986	631,449	07/21/1987	1,448,763	REGISTERED	31
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31 - Bird food

FLYERS' CHOICE

CANADA	11420.0000-CA	04/30/1991	881,114	07/31/1992	400,894	REGISTERED	
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IRELAND	11420.0109-IE	08/11/1992	82/4375	08/11/1992	149423	REGISTERED	
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UNITED KINGDOM	11420.0113-GB	08/14/1992	1309680	08/14/1992	B1 509 680	REGISTERED	31
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~~31 - Bird food~~

UNITED STATES	11420.0215-US	12/11/1978	73/196,555	04/08/1980	1,132,812	REGISTERED	31
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31 - Bird food

FRESH SEAL

UNITED STATES	11420.0182-US	05/14/1999	75/706,258			ALLOWED	01
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01 - LIQUID CHEMICAL COMPOSITION TO BE APPLIED TO FLOWERS, FRUITS, VEGETABLES TO DELAY THE RIPENING EFFECT THEREOF

FRESH SHIELD

UNITED STATES	11420.0186-US	07/01/1999	75/741,499			ALLOWED	01
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01 - Liquid chemical composition to be applied to flowers, fruits and vegetables to delay the ripening thereof

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
GREENLAWN							
UNITED STATES	11420.0298-US	07/25/1981	124,631	07/03/1962	733,641	REGISTERED	01
01 - FERTILIZERS							
GRO:PAK							
UNITED STATES	T00447US0	05/14/1988	722,198	11/22/1988	1,513,321	REGISTERED	05
05 - Medicated cattle feed							
GRO:RIGHT							
UNITED STATES	T00448US0	08/25/1986	816,653	05/12/1987	1,439,405	REGISTERED	
HI-TRACTION							
UNITED STATES	11420.0012-US	07/24/1989	73/814,143	11/13/1990	1,622,533	REGISTERED	19
19 - COAL TAR BASED DRIVEWAY SEALER AND FILLER							
INSURING THE COUNTRY WAY OF LIFE							
UNITED STATES	T00430US0	12/24/1984	514,002	09/17/1985	1,351,008	REGISTERED	36
36 - Insurance underwriting							
LEGUMIN							
UNITED STATES	T00453US0	04/04/1968	294,898	09/23/1969	877,305	REGISTERED	46
46 - Feed supplement for livestock							
LUL RED							
CHILE	11420.0134-CL	09/09/1994	285,265	08/24/1995	449,369	REGISTERED	N/A
N/A - Pet food							
MICRO-MIX							
DELAWARE	T00011D10	02/19/1986	0016939	02/19/1986	0016935	REGISTERED	42
42 - Fertilizer micronutrient package							
Miscellaneous design (CPG Nutrients)							
MEXICO	11420.0234-MX	02/28/2001	473396	07/27/2001	707874	REGISTERED	05
05 - ANIMAL FEED ADDITIVE FOR USE AS A NUTRITIONAL SUPPLEMENT							
Miscellaneous design (CPG Nutrients/Optigen design)							
JAPAN	11420.0291-JP	11/15/2001	2001-102560			PENDING	05
05 - ANIMAL FEED ADDITIVES FOR USE AS A NUTRITIONAL SUPPLEMENT, OTHER ANIMAL FEED ADDITIVES, AND OTHER PHARMACEUTICALS							
Miscellaneous design (for CPG Nutrients)							
UNITED STATES	11420.0198-US	09/30/1999	75/811,952	10/16/2001	2,498,934	REGISTERED	05
05 - ANIMAL FEED ADDITIVES FOR USE AS A NUTRITIONAL SUPPLEMENT							
Miscellaneous design (cow design)							
UNITED STATES	11420.0193-US	09/20/1999	75/803,201			ALLOWED	31
31 - RAISING LIVE HEIFERS AND LIVE CALVES							
MISTER PETE							
UNITED STATES	T00458US0	03/19/1963	144,060	03/19/1963	740,897	REGISTERED	10
10 - Petal moss							

PATENT

REEL: 013386 FRAME: 0241

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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MODERN TANK SERVICE

UNITED STATES	11420.0116-US	12/28/1992	74/343,940	05/10/1994	1,835,694	REGISTERED	37
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37 - Maintenance and repair services; namely propane cylinder requalification; propane cylinder disposal services others

MTS MODERN TANK SERVICE and design

UNITED STATES	11420.0143-US	03/20/1995	74/650,359	03/26/1996	1,964,071	REGISTERED	037
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037 - Propane cylinder requalification and disposal services

~~**N-SUL-32**~~

DELAWARE	T00460040	02/19/1986	0016935	02/19/1986	0016935	REGISTERED	42
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42 - Nitrogen/sulphur liquid fertilizer

UNITED STATES	11420.0047-US	12/15/1989	74/011,105	06/02/1992	1,559,714	REGISTERED	01
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01 - FERTILIZER FOR AGRICULTURAL USE

~~**N-SUL-33**~~

DELAWARE	T00461010	02/19/1986	0016934	02/19/1986	0016934	REGISTERED	42
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42 - Nitrogen/sulphur liquid fertilizer

UNITED STATES	11420.0046-US	12/15/1989	74/011,103	04/29/1991	1,641,822	REGISTERED	01
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01 - Fertilizer for agricultural use

NUTRITECH

UNITED STATES	11420.0022-US	12/27/1988	73/771,405	05/22/1990	1,597,720	REGISTERED	31
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31 - Animal feed (per E.A.)

OPTIGEN

JAPAN	11420.0290-JP	05/22/2002	2002-041794			PENDING	05
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05 - ANIMAL FEED ADDITIVES FOR USE AS A NUTRITIONAL SUPPLEMENT

MEXICO	11420.0233-MX	02/28/2001	473394			PENDING	05
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05 - ANIMAL FEED ADDITIVE FOR USE AS A NUTRITIONAL SUPPLEMENT

UNITED STATES	11420.0187-US	07/01/1999	75/742,067	10/30/2001	2,502,690	REGISTERED	05
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05 - ANIMAL FEED ADDITIVE FOR USE AS A NUTRITIONAL SUPPLEMENT

OUR PEOPLE MAKE THE DIFFERENCE

UNITED STATES	T00175US0	12/29/1986	637,718	02/16/1988	1,477,086	REGISTERED	37,39
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37 - Installing and repling heating equipment

39 - Delivery of propane and heating oil fuels for residential and commercial use

~~**PADDOCK GREEN**~~

UNITED STATES	11420.0289-US	05/11/1970	72/339,317	09/24/1971	920,440	REGISTERED	31
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31 - Grass seed

~~**PEA-KAL**~~

UNITED STATES	11420.0095-US	08/23/1991	74/497,440	08/23/1992	1,718,522	REGISTERED	31
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31 - FORAGE BEED MIXTURE FOR AGRICULTURAL PURPOSES

PEOPLE WHO KNOW. BRANDS YOU TRUST

UNITED STATES	11420.0220-US	06/13/2000	76/069,305			PENDING	35
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35 - WHOLESALE DISTRIBUTORSHIPS OF LAWN AND GARDEN PRODUCTS

~~**POLY-SUL 47**~~

DELAWARE	T00602040	02/19/1986	0016932	02/19/1986	0016932	REGISTERED	42
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42 - Nitrogen/phosphorous/sulphur liquid fertilizer

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
POWER CHAMP							
UNITED STATES	11420.0212-US	02/25/1959	72/068,373	11/17/1959	688,182	REGISTERED	15
15 - Petroleum products, gasoline, kerosene, fuel oil, lubricating oil, greases, and lubricants in Class 15							
PRO:RIGHT							
UNITED STATES	T00472US0	09/15/1976	099,859	05/10/1977	1,065,401	REGISTERED	31
31 - Dairy feed							
PRODUCE & FLORAL SAVER							
UNITED STATES	11420.0185-US	06/14/1999	75/728,394			ALLOWED	01
01 - PRESERVATIVES FOR FRUIT, VEGETABLES, PLANTS AND CUT FLOWERS							
PRODUCE SAVER							
UNITED STATES	11420.0180-US	10/15/1996	75/101,847	07/30/1997	2,085,420	REGISTERED	01
01 - Fruit, vegetable, and cut flower and foliage preservative, namely, potassium permanganate impregnated into zeolite							
PRO-GANIC							
UNITED STATES	11420.0154-US	06/04/1998	75/490,113	06/03/1999	2,267,034	REGISTERED	01
01 - Fertilizers for agricultural use							
RATIO:RIGHT							
UNITED STATES	T00474US0	10/27/1972	439,589	11/13/1973	972,970	REGISTERED	46
46 - Feed for dairy cows							
RC							
UNITED STATES	T00475US0	08/07/1985	552,317	08/12/1986	1,405,186	REGISTERED	N/A
N/A - Dairy feed (The mark is used on tags applied to the packaging for the goods.)							
RESPOND							
CANADA	11420.0114-CA	09/01/1992	712,077	07/16/1997	478,583	REGISTERED	N/A
N/A - Horse feed							
UNITED STATES	T00476US0	12/20/1973	9,307	08/13/1974	990,588	REGISTERED	31
31 - Horse feed and dog food							
RISE							
UNITED STATES	T00477US0	08/01/1968	304,044	07/15/1969	873,162	REGISTERED	46
46 - Fish food							
ROYAL GREEN							
UNITED STATES	T00478US0	01/16/1975	41,857	08/24/1976	1,046,969	REGISTERED	31
31 - Lawn seed							
ROYAL WING							
UNITED STATES	11420.0005-US	06/28/1989	73/809,537	05/22/1990	1,597,724	REGISTERED	31
31 - Bird Food							
ROYAL WING and design							
UNITED STATES	11420.0004-US	06/28/1989	73/809,510	05/13/1990	1,596,749	REGISTERED	31
31 - Bird food							
SEA SAW							
UNITED STATES	T00480US0	04/02/1964	190,160	05/04/1965	788,943	REGISTERED	15
15 - Lubricating oil							

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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SEEDWAY

UNITED STATES	T00T82US0	06/12/1974	24,814	03/02/1976	1,034,971	REGISTERED	31
31 - Field seeds							

SHADY GREEN

UNITED STATES	11420.0284-US	12/21/1979	73/243,701	02/02/1982	1,188,852	REGISTERED	31
31 - Grass seed mixtures							

SHELL-LESS SELECT

UNITED STATES	11420.0189-US	07/09/1999	75/746,053	11/27/2001	2,513,516	REGISTERED	31
31 - BIRD FOOD WITHOUT SHELLS							

SHOPWORKS

UNITED STATES	11420.0492-US	09/10/1999	75/790,103			ALLOWED	35
35 - MAIL ORDER SERVICES FEATURING AGRICULTURAL EQUIPMENT AND SUPPLIES AND COMPUTERIZED ON-LINE RETAIL SERVICES IN THE FIELD OF AGRICULTURAL EQUIPMENT AND SUPPLIES							

SILAGE FRESH

UNITED STATES	11420.0044-US	03/16/1989	73/738,353	03/01/1990	1,593,700	REGISTERED	01
01 - Enzyme additive and bacterial inoculant products for silage							

SMART BUY

UNITED STATES	11420.0238-US	11/09/2000	76/162,413	04/16/2002	2,561,520	REGISTERED	36
36 - FINANCIAL SERVICES, NAMELY, PROVIDING A BUDGET PAYMENT PLAN FOR FUEL AND SERVICE CONTRACTS							

SOL U GREEN

UNITED STATES	T00483US0	04/00/1965	245,143	01/04/1966	801,175	REGISTERED	10
10 - Water-soluble plant food							

SPOT GREEN

UNITED STATES	11420.0052-US	05/18/1990	74/060,379	04/09/1991	1,640,717	REGISTERED	01
01 - Lawn grass seed							

STAGE

UNITED STATES	11420.0147-US	01/21/1997	75/228,819	10/27/1998	2,200,381	REGISTERED	01,05
01 - Lawn fertilizer for domestic use							
05 - Herbicide and/or insecticide mixed with lawn fertilizer for domestic use							

SYNCHRO-MAX

UNITED STATES	11420.0128-US	08/05/1993	74/420,777	11/15/1994	1,862,679	REGISTERED	31
31 - Animal feed							

Land Design

UNITED STATES	11420.0162-US	10/05/1998	75/504,499	10/10/1999	2,287,962	REGISTERED	36,37
36 - Agricultural and commercial building leasing services							
37 - Leasing equipment and machinery for agricultural and commercial use							

TASTI-FLAKE

UNITED STATES	T00488US0	04/04/1968	294,899	12/09/1969	882,306	REGISTERED	48
48 - Dairy feed							

FATERBEST

UNITED STATES	T00489US0	07/27/1967	263,435	11/28/1967	899,427	REGISTERED	10
10 - Fertilizer							

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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~~FELCARD~~

UNITED STATES	T00490US0	11/20/1984	509,788	06/11/1985	1,341,489	REGISTERED	36
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~~36 - Equipment leasing services in the agricultural field~~

UNITED STATES	T00490US1	12/22/1986	636,911	11/01/1988	1,511,241	REGISTERED	37
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~~37 - Leasing equipment and machinery for agricultural and commercial use~~

UNITED STATES	T00490US2	03/28/1988	730,897	04/25/1989	1,536,731	REGISTERED	38
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~~38 - Agricultural and commercial building leasing services~~~~RELEASE~~

UNITED STATES	11420.0211-US	08/09/1989	73818,042	03/20/1990	1,588,183	REGISTERED	36,37
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~~36 - Agricultural and commercial building leasing services~~~~37 - Leasing equipment and machinery for agricultural and commercial use~~~~RELEASE FINANCIAL SERVICES~~

UNITED STATES	11420.0151-US	04/22/1998	73472,047	02/08/2000	2,316,550	REGISTERED	38,37,39,42
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~~36 - AGRICULTURAL BUILDING LEASING AND FINANCING SERVICES; COMMERCIAL BUILDING LEASING AND FINANCING SERVICES; FINANCING OF MOTOR VEHICLES; AND FINANCING OF EQUIPMENT AND MACHINERY FOR AGRICULTURAL AND COMMERCIAL USE~~~~37 - LEASING INDUSTRIAL EQUIPMENT AND MACHINERY FOR COMMERCIAL USE~~~~39 - LEASING OF MOTOR VEHICLES~~~~42 - LEASING OF AGRICULTURAL EQUIPMENT AND MACHINERY~~~~FELMARK~~

UNITED STATES	T00492US0	11/20/1984	509,799	06/04/1985	1,399,590	REGISTERED	36
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~~36 - Building, machinery and equipment leasing services in the agricultural field~~

UNITED STATES	T00492US1	12/28/1986	637,530	05/10/1988	1,487,767	REGISTERED	36,37
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~~36 - Agricultural and commercial building leasing services~~~~37 - Leasing equipment and machinery for agricultural and commercial use~~~~FELMARK and Design~~

UNITED STATES	11420.0163-US	03/23/1998	75357,433	10/19/1999	2,297,901	REGISTERED	36,37
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~~36 - Agricultural and commercial building leasing services~~~~37 - Leasing equipment and machinery for agricultural and commercial use~~~~FELMARK EXPRESS~~

UNITED STATES	11420.0296-US	04/29/2002	76400,842			PENDING	36,37
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~~36 - AGRICULTURAL AND COMMERCIAL BUILDING LEASING SERVICES~~~~37 - LEASING EQUIPMENT AND MACHINERY FOR AGRICULTURAL AND COMMERCIAL USE~~

TEST:RIGHT

UNITED STATES	T00494US0	08/07/1987	677,055	04/26/1988	1,486,386	REGISTERED	31
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31 - Dairy feed

TESTED SPECIFIC PATHOGEN FREE

UNITED STATES	11420.0200-US	10/06/1999	75/817,679			PENDING	29,31
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29 - DAIRY PRODUCTS EXCLUDING ICE CREAM, ICE MILK, AND FROZEN YOGURT

31 - LIVE HEIFERS, LIVE CALVES, AND ANIMAL EMBRYOS

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
TFS (logo)							
UNITED STATES	11420.0149-US	02/18/1997	75/243,719	08/31/1999	2,274,786	REGISTERED	30,37,39,42

~~36 - Agricultural and commercial building leasing and financing services, financing of motor vehicles, and financing of equipment and machinery for agricultural and commercial use~~

~~37 - Leasing of machinery for commercial use and leasing of equipment for agricultural and commercial use~~

~~39 - For leasing of motor vehicles~~

~~42 - For leasing of agricultural machinery~~

~~TRE FLEXIBLE FINANCING ALTERNATIVE~~

UNITED STATES	T00000US0	03/11/1993	710,131	05/02/1999	1,537,021	REGISTERED	30,37
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~~36 - Agricultural and commercial building leasing services~~

~~37 - Leasing equipment and machinery for agricultural and commercial use~~

~~TREELINE SHADE~~

UNITED STATES	T00407US0	06/12/1974	24,011	04/30/1976	1,938,260	REGISTERED	31
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~~31 - Grass seed~~

TSPF

UNITED STATES	11420.0199-US	10/06/1999	75/816,515			ALLOWED	31
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31 - RAISING LIVE HEIFERS AND LIVE CALVES

~~TURF CLUB~~

UNITED STATES	T00408US0	07/16/1982	376,025	09/11/1984	1,294,774	REGISTERED	31
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~~31 - Grass seed~~

WE DELIVER PEACE OF MIND

UNITED STATES	11420.0026-US	11/06/1989	73/836,210	07/17/1990	1,606,745	REGISTERED	37,39
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37 - Installing servicing and repairing heating equipment and vehicle service station services

39 - Delivery of propane fuel and heating fuel oil by truck

UNITED STATES	11420.0051-US	03/26/1990	74/042,541	01/22/1991	1,632,706	REGISTERED	42
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42 - Retail store services in the field of furnaces, boilers, water heaters and air conditioners and parts and accessories therefor

WEAR GREEN

UNITED STATES	11420.0254-US	06/20/1960	72/099,313	03/21/1961	712,670	REGISTERED	01
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01 - Grass seed mixture

WOODPECKER'S PICK

UNITED STATES	11420.0184-US	06/07/1999	75/723,153	11/14/2000	2,404,862	REGISTERED	31
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31 - Wild bird food

END OF REPORT

TOTAL ITEMS SELECTED = 168

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

FEED COMMODITIES INTERNATIONAL LLC

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
BRUBAKER AGRONOMIC CONSULTING SERVICE LLC

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY GENERAL AGENCY, INC.

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY BEST ADAMS, LLC

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY BEST-DEBERRY LLC

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY PRODUCTS LLC

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES - None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY SERVICES-PA, INC.

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS – None
- III. TRADEMARK LICENSES - None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY SERVICES, INC.

- I. TRADEMARK REGISTRATIONS - None
- II. TRADEMARK APPLICATIONS - None
- III. TRADEMARK LICENSES – None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY, INC.

- I. COPYRIGHT REGISTRATIONS – See attached list
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Annual Authorizations Service Repertory License Agreement	July 1, 1998, renewed for July 1, 2002 to June 30, 2003	Agway, Inc. and Copyright Clearance Center, Inc.

SCHEDULE III TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
AGWAY, INC.

COPYRIGHT REGISTRATIONS

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Agway Answers Your Needs	SR27372	3/16/81
Agway, Inc.	Agway -For All the Ways You Live - Jingle	PA25980	12/11/78
Agway, Inc.	An American Christmas	KK204574	11/13/67
Agway, Inc.	Agway Cooperator	B182053	2/2/65
Agway, Inc.	Agway Cooperator	B182054	2/18/65
Agway, Inc.	Agway Cooperator	B180317	3/17/65
Agway, Inc.	Agway Cooperator	B185947	4/19/65
Agway, Inc.	Agway Cooperator	B189951	5/18/65
Agway, Inc.	Agway Cooperator	B198590	6/17/65
Agway, Inc.	Agway Cooperator	B217771	8/20/65
Agway, Inc.	Agway Cooperator	B217772	9/10/65
Agway, Inc.	Agway Cooperator	B217773	9/24/65
Agway, Inc.	Agway Cooperator	B255076	11/29/65
Agway, Inc.	Agway Cooperator	B237185	12/27/65
Agway, Inc.	Agway Cooperator	B256022	2/8/66
Agway, Inc.	Agway Cooperator	B256023	2/24/66
Agway, Inc.	Agway Cooperator	B258449	3/21/66
Agway, Inc.	Agway Cooperator	B273679	4/15/66

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Agway Cooperator	B273680	5/13/66
Agway, Inc.	Agway Cooperator	B273681	6/15/66
Agway, Inc.	Agway Cooperator	B282502	7/12/66
Agway, Inc.	Agway Cooperator	B28664	8/16/66
Agway, Inc.	Agway Cooperator	B293575	9/19/66
Agway, Inc.	Agway Cooperator	B306396	10/20/66
Agway, Inc.	Agway Cooperator	B306395	11/15/66
Agway, Inc.	Agway Cooperator	B323319	12/30/66
Agway, Inc.	Agway Cooperator	B324842	2/23/67
Agway, Inc.	Agway Cooperator	B335267	3/29/67
Agway, Inc.	Agway Cooperator	B346103	5/22/67
Agway, Inc.	Agway Cooperator	B360321	6/16/67
Agway, Inc.	Agway Cooperator	B361559	7/21/67
Agway, Inc.	Agway Cooperator	B368567	8/21/67
Agway, Inc.	Agway Cooperator	B382449	10/4/67
Agway, Inc.	Agway Cooperator	B393956	11/29/67
Agway, Inc.	Agway Cooperator	B403263	12/22/67
Agway, Inc.	Agway Cooperator	B415677	2/27/68
Agway, Inc.	Agway Cooperator	B422553	3/22/68
Agway, Inc.	Agway Cooperator	B429485	4/25/68
Agway, Inc.	Agway Cooperator	B449904	6/21/68
Agway, Inc.	Agway Cooperator	B449903	7/18/68
Agway, Inc.	Agway Cooperator	B449905	8/21/68
Agway, Inc.	Agway Cooperator	B455807	9/19/68
Agway, Inc.	Agway Cooperator	B463443	10/14/68

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Agway Cooperator	B495602	11/23/68
Agway, Inc.	Agway Cooperator	B477933	1/3/69
Agway, Inc.	Agway Cooperator	B496174	2/17/69
Agway, Inc.	Agway Cooperator	B499198	3/24/69
Agway, Inc.	Agway Cooperator	B503032	4/18/69
Agway, Inc.	Agway Cooperator	B544676	6/13/69
Agway, Inc.	Agway Cooperator	B544677	8/14/69
Agway, Inc.	Agway Cooperator	B544678	9/22/69
Agway, Inc.	Agway Cooperator	B547263	10/21/69
Agway, Inc.	Agway Cooperator	B559611	11/20/69
Agway, Inc.	Agway Cooperator	B560869	1/7/70
Agway, Inc.	Agway Cooperator	B570839	2/20/70
Agway, Inc.	Agway Cooperator	B851044	3/24/70
Agway, Inc.	Agway Cooperator	B598810	4/17/70
Agway, Inc.	Agway Cooperator	B592441	5/2/70
Agway, Inc.	Agway Cooperator	B592441	5/22/70
Agway, Inc.	Agway Cooperator	B604238	6/26/70
Agway, Inc.	Agway Cooperator	B626421	9/17/70
Agway, Inc.	Lawn and Garden Guide	A197754	10/30/70
Agway, Inc.	Second Annual Horse Judging Pictorial	A978823	2/1/68
Agway, Inc.	Agway Cooperator	B652502	1/11/71
Agway, Inc.	Agway Cooperator	B662297	3/3/71
Agway, Inc.	Agway Glyodin Technical Bulletin	A704735	1/2/76

OWNER	TITLE	REGISTRATION NO.	REGISTRATION DATE
Agway, Inc.	Horseman's Almanac; First Aid Handbook and Agway Horseman's	A221762	1/4/71
Agway, Inc.	Milk Production and Marketing Trends	A618057	3/3/75

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

FEED COMMODITIES INTERNATIONAL LLC

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES – None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

BRUBAKER AGRONOMIC CONSULTING SERVICE LLC

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES – None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY GENERAL AGENCY, INC.

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES – None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY BEST ADAMS, LLC

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES – None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COUNTRY BEST-DEBERRY LLC

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES – None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY PRODUCTS LLC

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES – None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY SERVICES-PA, INC.

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES – None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGWAY ENERGY SERVICES, INC.

- I. COPYRIGHT REGISTRATIONS – None
- II. COPYRIGHT APPLICATIONS – None
- III. COPYRIGHT LICENSES – None