



09-09-2002



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PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings 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): 9'13'02
 General Electric Capital Corporation, as Agent

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: July 31, 2002

2. Name and address of receiving party(ies)
 Name: Agway, Inc.
 Internal Address: _____
 Street Address: 333 Butternut Drive
 City: DeWitt State: NY Zip: 13214

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Marianne F. Taras
 Internal Address: Paul, Hastings, Janofsky & Walker LLP
 Street Address: 1055 Washington Boulevard
09/06/2002 TBIAZ1 00000125 1548604
 City: Stamford State: CT Zip: 06901
40.00 OP
350.00 OP

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

01 FC:481
02 FC:482

DO NOT USE THIS SPACE

9. Signature.
Marianne F. Taras Marianne F. Taras 8/30/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002577 FRAME: 0782

EXHIBIT A

Assigned Trademark	Registration/Application Number
AGRI-LEAD	1548604
AGRI-LEASE	1478073
T and Design	2287962
TELCARD	1341499
TELCARD	1511241
TELCARD	1536731
TELEASE	1588168
TELEASE FINANCIAL SERVICES	2315559
TELMARK	1339539
TELMARK	1487757
TELMARK & DESIGN	2287901
TFS(logo)	2274786
The Flexible Financing Alternative	1537821
AGRI-LEASE	778,628
TELEMARK EXPRESS	76/400942

NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

Reference is made to that certain Intellectual Property Security Agreement dated as of March 28, 2001 recorded at the United States Patent and Trademark Office at Reel 002317 and Frame 0388 on April 5, 2001 (the "Security Agreement"), made by Agway, Inc., ("Agway"), Agway Holdings Inc., ("AHI"), Agway Financial Corporation ("AFC"), Feed Commodities International LLC, ("FCI"), Milford Fertilizer Company LLC, ("MFC"), Brubaker Agronomic Consulting Service LLC ("BACS"), Agway General Agency, Inc. ("AGA"), Country Best Adams, LLC ("CBA"), Country Best-Deberry LLC, ("CBD"), Agway Energy Products LLC, ("AEP"), Agway Energy Services-PA, Inc., ("AESPA"), and Agway Energy Services, Inc., ("AES"); (Agway, AHI, AFC, FCI, MFC, BACS, AGA, CBA, CBD, AEP, AESPA and AES are, together, the "Borrowers") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, ("GECC"), in its capacity as agent for Lenders pursuant to which, inter alia, the Borrowers granted to GECC a security interest in the Borrowers' right, title, and interest in to the trademarks and registrations listed on Exhibit A hereto (the "Trademarks").

GECC, in its capacity as agent for Lenders (the "Releasor") hereby re-assigns and releases to the Borrowers and terminates all right, title and interest that Releasor has in and to the Trademarks and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Trademarks; the right to sue for past, present and future infringements, and all rights corresponding thereto associated with such trademarks.

This release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

General Electric Capital Corporation, as
Agent, and Releasor

By: 

Name:

Title: Duly Authorized Signatory

Dated: July 31, 2002