

08-19-1998

12-01-1998

PTO-1594



100799617

100910303

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

1. Name of the conveying party(ies)  
 Master Nurserymen's Association

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation (State) California  
 Other \_\_\_\_\_

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

2. Name and address of the receiving party(ies):  
 Master Nursery Garden Centers, Inc.  
 2211 Olympic Boulevard  
 Walnut Creek, California 94595

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation (State) California  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date(s) July 24, 1998

**MRD 8.10.98**

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 Names(s) and Address(es) Attached [ ] Yes [X] No

4. Application Number(s) or Trademark Number(s)  
 If this document is being filed together with a new application, the execution date of the application is:  
 A. Trademark Application No(s).                      B. Trademark Registration No(s). 2,173,602

Additional Numbers Attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence should be mailed:  
 James N. Dawe, Esq.  
 CROSBY, HEAFEY, ROACH & MAY  
 P.O. Box 7936  
 San Francisco, California 94120-7936  
 (415) 543-8700 (telephone); (415) 391-8269 (fax)  
**DIRECT DIAL: (415) 659-5915**

6. Total number of Applications and Trademarks involved 1

7. Total Fee (37 CFR § 3.41) . . . . . \$ 40.00 **E**  
 Enclosed     Previously Paid  
 Authorized to be charged to Deposit Account

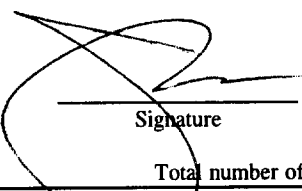
8. Deposit Account No. 03-3821. Please reference Attorney Docket No. 20665.31007  
 (Attached duplicate copy if paying by Deposit Account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

James N. Dawe  
 Name of Person Signing

  
 Signature

August 10, 1998  
 Dated

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

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
 Box Assignments  
 Washington, DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, DC 20231, and to the Office of Management and Budget, Paperwork Reduction Products, (0651-0011), Washington, DC 20503.

08/19/1998 TT011 00000018 033821 2173602

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TRADEMARK REEL: 1820 FRAME: 0757

**CROSBY, HEAFEY, ROACH & MAY**

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November 18, 1998

U.S. Patent and Trademark Office  
Assignment Division  
Box Assignments, CG-4  
1213 Jefferson Davis Highway, Suite 320  
Washington, D.C. 20231

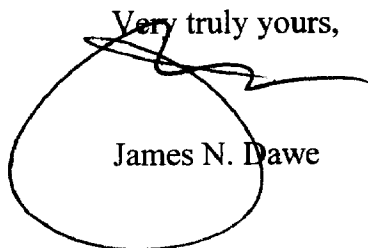
Re: Trademark Assignment  
No.: 2,173,602  
Our Reference No. 20665.31007

Dear Sir:

Enclosed is your November 9, 1998, Notice of Non-Recordation of Document we received with regard to the above-referenced Trademark Assignment. Pursuant to a telephone conversation with the Assignment Division on a previous patent assignment for another client, rather than resubmit a new Cover Sheet as specified in the Notice, we were instructed to satisfy the deficiency by making the correction on the originally filed Cover Sheet and resubmit same since stamped thereon is the original filing date and document identification number. Accordingly, enclosed are (1) the Assignment; and (2) Recordation Form Cover Sheet (PTO-1594) which now shows the Execution Date for the one conveying party.

Also enclosed is a copy of this letter. Please acknowledge receipt of the enclosures by signing and returning to our office the copy of this letter. A self-addressed, stamped envelope is provided for your convenience in returning the copy of this letter.

Very truly yours,



James N. Dawe

/mdk  
enclosures  
12031969

**TRADEMARK**  
**REEL: 1820 FRAME: 0758**

# ASSIGNMENT

WHEREAS, MASTER NURSERYMEN'S ASSOCIATION, a California Mutual Benefit Corporation having its principal place of business at 2211 Olympic Boulevard, Walnut Creek, California 94595 (hereinafter referred to as "ASSOCIATION") is the owner of trade mark Registration No. 2,173,602 issued July 14, 1998, for the mark "**Nugget**" for Grass Seed and Sod;

WHEREAS, MASTER NURSERY GARDEN CENTERS, INC., a California Mutual Benefit Corporation, having its principal place of business at 2211 Olympic Boulevard, Walnut Creek, California 94595 (hereinafter referred to as "MASTER NURSERY") is desirous of acquiring all rights, title and interest in and to said mark and said registration;

NOW, THEREFORE, for good and valuable consideration received by ASSOCIATION from MASTER NURSERY, the receipt of which in full is hereby acknowledged by ASSOCIATION:

1. ASSOCIATION sells, assigns, transfers, quitclaims and sets over to MASTER NURSERY, effective as of July 24, 1998, any and all rights, title and interest ASSOCIATION may have in and to United States trade mark Registration No. 2,173,602, issued July 14, 1998, for the mark "**Nugget**" for Grass Seed and Sod, together with the goodwill of the business symbolized by said trade mark. Without limiting the generality of the foregoing:

A. ASSOCIATION assigns to MASTER NURSERY, effective as of July 24, 1998, all right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the trade mark herein assigned.

B. ASSOCIATION sells, assigns, transfers and quitclaims to MASTER NURSERY, effective as of July 24, 1998, all rights and interest acquired by ASSOCIATION pursuant to the terms and provisions of any contract, written or oral, license, deed, assignment or other document by which ASSOCIATION became vested with the ownership of or acquired or retained any other interest in the trade mark herein assigned.

2. ASSOCIATION hereby covenants and agrees to cooperate with MASTER NURSERY, whereby the latter may enjoy to the fullest extent the rights, title and interest herein conveyed.

3. ASSOCIATION hereby represents that it has no knowledge of any assignment, contract or understanding entered into with third parties that appear to be in conflict herewith.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of MASTER NURSERY, its successors, assigns and other legal representatives, and shall be binding upon ASSOCIATION, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, said ASSOCIATION. has caused this Assignment to be executed and delivered by its duly authorized representative as of this 24th day of July, 1998.

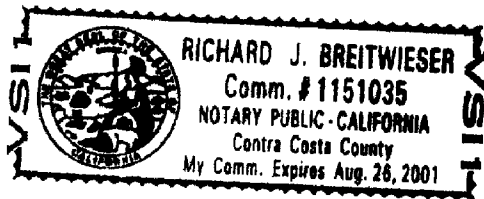
MASTER NURSERYMEN'S ASSOCIATION

By: Mal Baeta  
Mal Baeta  
Executive Vice President/Chief Executive Officer

State of California )  
  )    ss  
County of Contra Costa )

On July 31, 1998, before me, RICHARD J. BREITWIESER, a Notary Public in and for the State of California, personally appeared Mal Baeta, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument in his authorized capacity, and that by his signature on the within instrument, the person or the entity upon behalf of which the person acted executed the within instrument.

Witness my hand and official seal.



Richard J. Breitwieser  
Notary Public