

5/1/02



05-08-2002



102081385

BOX ASSIGNMENTS

Patent and Trademark Office
Attorney Docket No: 459288-00002

To the Honorable Commissioner for Trade

ments or copy thereof.

1. Name of conveying party(ies):
 ETERA CORPORATION

Individuals Association
 General Partnership Limited Partnership
 Corporation- State of Washington
 Other _____

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

2. Name and address of receiving party(ies):
 Name: NORTHWEST HORTICULTURE, LLC.
 Address: 14113 RIVERBEND ROAD
 City: MOUNT VERNON State: WA ZIP: 98273

Individual(s) citizenship _____
 Association State of _____
 General Partnership State of _____
 Limited Liability Company State of Washington

Corporation-State _____
 Other _____

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

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

Execution date: November 16, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application Nos. 75/431,800; 76/046,369; 75/592,999

Additional numbers attached? Yes No

B. Trademark Registration No(s). 2,273,173; 2,290,285

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

Glenn P. Rickards
 Attorney for Applicant
 DORSEY & WHITNEY LLP
 1420 Fifth Avenue, Suite 3400
 Seattle, Washington 98101
 Tel: (206) 903-8800
 Fax: (206) 903-8820

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41):\$ 140
 Check No. 012201 in the amount of \$140 is enclosed

8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 50-1266.

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.

Glenn P. Rickards
 Name of Attorney [Signature] 4/22/02
 Direct Dial (206) 903-8863 Signature Date

Total number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: Director of Patents and Trademarks, Washington, D.C. 20231.

Date: April 22, 2002

[Signature]
Heather Piaskowski

05/07/2002 TD1A21 00000163 75592999

01 FC:481 40.00 OP
 02 FC:482 100.00 OP

ASSIGNMENT RECORDATION COVER (TM).DOC

ASSIGNMENT

THIS AGREEMENT is made and entered into as of November __, 2001 ("Effective Date") by and between Etera Corporation, a Washington corporation ("Assignor"), with offices at 425 Pike Street, Suite 610, Seattle, WA 98101, Attn: Youssef Sneifer, and Northwest Horticulture, LLC, a Washington limited liability company ("Assignee") with offices at _____.

WHEREAS, Assignor and Assignee are parties to an Asset Purchase and Sale Agreement dated September 28, 2001 pursuant to which Assignor sells, assigns and transfers its right, title and interest in and to certain property to Assignee;

NOW THEREFOR, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Patents. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to the patents and patent applications listed in Exhibit A ("Patents") together with the inventions pertaining thereto, and in and to any divisions, substitutions, continuations, continuations-in-part, reissues and extensions of said Patents, and the right to sue and recover damages and profits for third-party infringements, past, present and future, if any, and to take over and continue any and all existing suits. Assignor further assigns all of its entire rights under international conventions for the protection of intellectual property, and all other rights vested in Assignor by virtue of instruments of assignment and/or by virtue of other instruments or acts pursuant to which Assignor became vested with said ownership, including all right, title and interest in each and every Letters Patent, both foreign and domestic, which are granted on any application which is a division, substitution, continuation, continuation-in-part, reissue and extension of the Patents, all to own, possess and enjoy to the same extent as Assignor might have had this assignment not been made, and with the full right to claim priority, both domestic and foreign, and to apply for and obtain patents and patent applications and like rights in the U.S. and abroad.

2. Trademarks. Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the trademarks and trademark applications and registrations, and, as applicable, the service marks and service mark applications and registrations set forth and more particularly described on Exhibit B ("Trademarks"), all to own, possess and enjoy to the same extent as Assignor might have had this assignment not been made, together with the goodwill of the business symbolized by the Trademarks and the right to sue and recover damages and profits for third-party infringements, past, present and future, if any, and to take over and continue any and all existing suits. Assignor declares that Assignee is the successor to that part of Assignor's business to which the Trademarks pertain. Notwithstanding the foregoing, this Assignment does not sell, assign, transfer or convey to Assignee any right, title or interest in or to the trademark ETERA for the field of use of providing computer software and computer services to others for providing on-line information in the field of live plants, seeds and articles and materials for maintaining and growing live plants. Assignee covenants that it will not

oppose or interfere with any application or seek cancellation of any registration for the mark ETERA for services in the aforementioned field of use by a purchaser of Etera Corporation's network division or of substantially all of the assets of that division. Nothing in the foregoing shall preclude Assignee from creating and maintaining or procuring a third party to create or maintain a web site bearing the ETERA mark and relating to the business of Assignee and providing information related to its products.

3. Representations and Warranties of Assignor. Assignor represents and warrants: (i) that the Patents and Trademarks are valid, subsisting and not infringed, (ii) that Assignor is the owner of all right, title and interest therein and is able to convey good and clear title to the Patents and Trademarks free and clear of all liens, charges and encumbrances except for that license agreement of May 6, 1999 between Etera LLC (now Etera Corporation) and Bruno Nebelung GmbH & Co. KG, and (iii) that Assignor has full capacity, power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby, and this Agreement is binding upon it and enforceable against it in accordance with its terms.

4. Representations and Warranties of Assignee. Assignee represents and warrants that it has full capacity, power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby, and this Agreement is binding upon it and enforceable against it in accordance with its terms.

5. Cooperation. Assignor agrees to cooperate hereafter with Assignee at Assignee's expense, as may be reasonably requested by Assignee, to secure and perfect the transfer of the rights, title and interest contemplated by this document and to protect and maintain the Patents and Trademarks in the U.S. and abroad, including, without limitation, by promptly executing and delivering all documents and taking all actions reasonably requested by Assignee. In the event that Assignor is unavailable or unable or unwilling to execute any such documents or do any such things, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to execute such documents and take such actions in the name of Assignor.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor and Assignee and their successors and assigns.

7. Governing Law. The parties agree that this Agreement is and shall be governed by the laws of the state of Washington. For any dispute involving this Agreement, the parties agree to submit to jurisdiction and venue of the state and federal courts sitting in Seattle, WA.

8. Entire Agreement. Except for the Asset Purchase and Sale Agreement of September ____, 2001 between the parties, this Agreement and the exhibits referenced herein constitute the entire understanding and agreement among the parties with regard to all matters addressed in the Agreement. The Agreement may be amended or modified only in writing and signed by the parties.

9. Severability. If any provision hereof shall be finally determined to be invalid or unenforceable, such provision shall be deemed to be stricken from this Assignment and the remainder hereof shall remain in full force and effect.

10. Headings. The section headings in this Agreement are for convenience only and may not be relied upon to construe or otherwise interpret this Agreement.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the Effective Date hereof.

Northwest Horticulture, LLC

By: [Signature]
Name: Star Lee Baty
Title: Manager

Etera Corporation

By: [Signature]
Name: Paul Abramowitz
Title: Interim CEO

STATE OF WASHINGTON)
County of KING) ss.

On this 16 day of Nov, 2001, before me appeared STAN LEE BATY, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of Etera Corporation, with authority to do so.

[SEAL]

[Signature]
Notary Public
Printed Name: RENEE GIVENS
My commission expires: 8-19-02

STATE OF WASHINGTON)
County of KING) ss.



On this 16 day of Nov, 2001, before me appeared PAUL ABRAMOWITZ, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of Northwest Horticulture, LLC, with authority to do so.

[SEAL]

[Signature]
Notary Public
Printed Name: RENEE GIVENS
My commission expires: 8-19-02

EXHIBIT B

TRADEMARKS

Serial/Reg. No. Filing/Reg. Date	Mark	Goods/Services
U.S. Reg. No. 2,273,173 03/15/1999		Living starter plants, namely, perennials, trees and shrubs
U.S. Serial No. 75/431,800 02/10/1998		Living starter plants, namely, perennials, trees and shrubs
U.S. Serial No. 76/046,369 05/10/2000	GARDEN OF THE YEAR	Collections of live plants for pre-planned gardens
U.S. Serial No. 75/592,999 11/20/1998	ETERA	Fertilizer for agricultural and domestic use, potting soil Hand-operated gardening tools, namely, hoes, weeding forks, trowels, spades, . .
U.S. Reg. No. 2,290,285 11/02/1999	ETERA	Living starter plants, namely perennials, trees, and shrubs
Community Trademark Registration No. 001159474 07/18/2000	ETERA	Living starter plants, namely perennials, trees, and shrubs
Unregistered	ETERA GROWING PROCESS	
Unregistered	EGP	
Unregistered	EGP Design	