

08-15-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

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

1. Name of conveying party(ies):

Brandt's Fruit Trees, Inc.

8/13/02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment of Claims for Trademark Infringement
- Merger
- Change of Name

Execution Date: 7/23/02

2. Name and address of receiving party(ies)

Name: Nursery Licensing Association, LLC

Internal

Address:

1218 Third Avenue

Street Address: Suite 1522 Seattle Tower

City: Seattle State: WA Zip: 98101-3022

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

B. Trademark Registration No.(s) 1,921,296

Additional number(s) attached  Yes  No

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

Name: Rex B. Stratton

Internal Address:

Street Address: Stratton Ballew PLLC  
1218 Third Avenue Suite 1522 Seattle Tower

City: Seattle State: WA Zip: 98101-3022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0269

DO NOT USE THIS SPACE

9. Signature.

PATRICK H. BALLEW

Name of Person Signing

Signature

8/6/02

Date

2

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

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

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FINANCE SECTION

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TRADEMARK  
REEL: 002562 FRAME: 0790

LIMITED ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Limited Assignment of Claims for Infringement of Trademark (Agreement) is made this 23<sup>rd</sup> day of July, 2002, by and between the Nursery Licensing Association, LLC, a Washington state limited liability company principally located in Seattle, Washington (NLA) and the undersigned (Nursery).

1. Nursery warrants and represents that the Nursery is the owner of all common law and statutory right title and interest in the following identified trademark, and the goodwill appurtenant thereto, and United States Trademark Registration (hereafter collectively referred to as the "Trademark"):

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Crimson	1,921,296	September 19, 1995

Owner: Brandt's Fruit Trees, Inc.

2. Nursery, in consideration for the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, hereby exclusively assigns to the NLA all right, title, and interest to enforce any tort claim Nursery may bring for counterfeiting, infringement, false designation of origin, palming off, state or federal claims for unfair business practices, or any other non-contract claims against Zirkle Fruit Company and any related packing or fruit marketing companies, John Hancock Life Insurance Company, Texas Municipal Plans Consortium LLC, and Farmland Management Services, that arise from or relate to the above identified Trademark. All such claims will be hereinafter referred to as "Trademark Enforcement Rights." Nursery retains ownership of all agreement or contract claims, express and implied, related to the Trademark, and such claims are not part of the Trademark Enforcement Rights.

3. In the event that Nursery terminates a trademark license agreement or contract, and the terminated licensee subsequently infringes the Trademark, NLA has the first option to enforce any tort claim for infringement of the Trademark. The NLA shall decline any such claim at its discretion, or in the event that NLA is not able to pursue said claim in a reasonable period of time under the circumstances of the case. Ownership of a declined claim reverts back to the Nursery.

4. Nursery hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignment of rights under this Agreement.

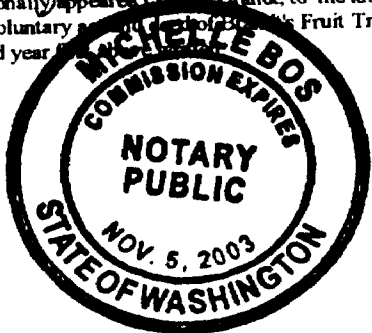
5. Nursery further covenants that to fully cooperate in the enforcement of any claims asserted by the NLA and the Nursery will, upon NLA's request, promptly provide NLA with all pertinent facts and documents relating to the Trademark, or the Trademark Enforcement Rights, as may be known and accessible to Nursery, and that Nursery agrees that its owners, employees, and agents will testify as to the same in any litigation or arbitration, or any other enforcement proceeding related thereto, that Nursery will promptly execute and deliver to the NLA, or the NLA's legal representatives, any and all papers, instrument or affidavits required by the NLA while pursuing any claims related to the Trademark Enforcement Rights, or which may otherwise be necessary or desirable to carry out the purposes hereof.

Nursery: Brandt's Fruit Trees, Inc.

By: [Signature]  
Lynnel Brandt, President

STATE OF WASHINGTON )  
 )  
County of Yakima )

On this 23<sup>rd</sup> day of July, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lynnel Brandt, to me known to be the President of Brandt's Fruit Trees, Inc., and acknowledged the said instrument to be the free and voluntary act and deed of Brandt's Fruit Trees, Inc., for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.



[Signature]  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Zillah  
My Commission Expires: Nov. 5, 2003