

08-15-2002



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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): Van Well Nursery, Inc. 8.13.02 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Nursery Licensing Association, LLC Internal Address: 1218 Third Avenue 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Claims for Trademark Infringement Execution Date: 7/16/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,952,536 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 Date 8/6/02

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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

OFFICE OF PUBLIC RECORDS 2002 AUG 13 AM 11:00 FINANCE SECTION

08/15/2002 LNUELLER 00000038 1952536 01 FC:481 40.00 00

TRADEMARK REEL: 002562 FRAME: 0794

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 16 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 ATrademark@):

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Scarlet Spur	1,952,536	January 30, 1996

Owner: Van Well Nursery, 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 any third party, which arise from or relate to the above identified Trademark. All such claims will be hereinafter referred to as ATrademark 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.

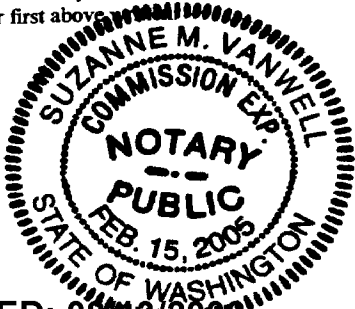
5. Nursery further covenants that to fully cooperate in the enforcement of any claims asserted by the NLA and the Nursery will, upon NLA's request, promptly provide NLA with all pertinent facts and documents relating to the Trademark, or the Trademark Enforcement Rights, as may be known and accessible 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: Van Well Nursery, Inc.

By: [Signature]
Pete Van Well, President

STATE OF WASHINGTON)
) ss
County of Douglas)

On this 16 day of July, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pete Van Well, to me known to be the President of Van Well Nursery, Inc., and acknowledged the said instrument to be the free and voluntary act and deed of Van Well Nursery, 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 Wenatchee, Washington
My Commission Expires: Feb 15, 2005