}	Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	F 1022:	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office		
Tab settings					
	1. Name of conveying party(ies): Brandt's Fruit Trees, Inc. Individual(s) General Partnership Corporation-State Other CLAIMS FOR TRADEMARK INFRINCE Additional name(s) of conveying party(ies) attached? Yes V No.		2. Name and address of receiving party(ies) Name:Nursery Licensing Association, LLC Internal Address:		
	3. Nature of conveyance: Assignment Security Agreement Other Execution Date: 9/23/02	Merger Change of Name	Limited Partnership ✓ Corporation-State ☐ Other ☐ sasignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No ☐ No ☐ Additional name(s) & address(es) attached? ☐ Yes ✓ No		
	4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) at		B. Trademark Registration No.(s) 1,975,604 2,257,590 and 2,396,713 ttached Yes No		
	Name and address of party to wh concerning document should be ma Pox R. Stratton	om correspondence	6. Total number of applications and registrations involved:		
/	Name: Rex B. Stratton Internal Address:		7. Total fee (37 CFR 3.41)		
	Street Address: Stratton Ballew P 1218 Third Avenue, Suite 15	-	8. Deposit account number: 50-0269		
	City: Seattle State: WA		E THIS SPACE CT OF		
	9. Signature. PATRICK HI BALLEW Name of Person Signing Signature Total number of pages including cover sheet, attachments, and document: 3				

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

Repln. Ref: 10/17/2002 GTON11 0015172100 DAM:500269 Name/Number:1975604 FC: 704 \$30.00 CR

TRADEMARK REEL: 002600 FRAME: 0176

LIMITED ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Limited Assignment of Claims for Infringement of Trademark (Agreement) is made this 23 day of Sephen Leve, 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 "Trademarks"):

Trademarks	Reg. Nos.	Issue Dates
Pink Lady	1,975,604	May 28, 1996
Pink Lady + design	2,257,590	June 29, 1999
Pink Lady	2,396,713	October 24, 2000

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 Michael and Lois Thiede, Northwest Farm Credit Services, ACA, Northwest Farm Credit Services, PCA, any crop insurance companies regarding property owned by Michael and Lois Thiede, and any related companies, that arise from or relate to the above identified Trademarks. 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 Trademarks, 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 Trademarks, NLA has the first option to enforce any tort claim for infringement of the Trademarks. 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: Lynnell Brandt, President

STATE OF WASHINGTON

RECORDED: 10/10/2002

NOTARY PUBLIC in and for the State of Washington

Residing at _______

My Commission Expires: 5-50-2004

FORMASHINGTO

TRADEMARK
REEL: 002600 FRAME: 0177