

02-07-2003

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): Hilltop Nurseries, LLC

2-5-03

- 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:

Street Address: 1218 Third Avenue, Ste. 1522

City: Seattle State: WA Zip: 98101

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

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

Execution Date: 1/23/03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,241,362 and 1,239,665 and 1,241,364

Additional number(s) attached Yes No

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

Name: Rex Stratton

Internal Address:

Street Address: Nursery Licensing Assoc., LLC 1218 Third Avenue, Suite 1522 Seattle Tower

City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-0269

DO NOT USE THIS SPACE

9. Signature.

Michelle Bos Name of Person Signing

Michelle Bos Signature

1/29/03 Date

Total number of pages including cover sheet, attachments, and document: 7

02/06/2003 ECOOPER 00000126 1241362

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

01 FC:0521 02 FC:0522

40.00 OP 50.00 OP

RECORDS 2003 FEB - 5 AM 7:17 FINANCE SECTION

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 23rd day of ~~January~~, 2003, 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 exclusive licensee for 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>
Smoothee	1,241,362	June 7, 1983
Owner at Issuance:	Hilltop Orchards & Nurseries, Inc.	
Assignee:	Inter-Plant Patent Marketing, Inc.	
Exclusive Licensee:	Hilltop Nurseries, LLC	


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 past, present, or future state or federal tort claim for counterfeiting, infringement, false designation of origin, palming off, unfair business practices, or any other non-contract claims against any third party 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 may 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 it will 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:
Hilltop Nurseries, LLC, a Michigan limited liability company

By: 
Steven M. Flamm

Its: Managing Member

STATE OF Michigan)
: ss
County of Van Buren)

On this 23 day of January, 2003, before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Steven M. Flamm, to me known to be a Managing Member of Hilltop Nurseries, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Hilltop Nurseries, LLC for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.


NOTARY PUBLIC in and for the State of Michigan
Residing at Berrien County
My Commission Expires: 9-7-2006

JENI LYN JOHNSON
NOTARY PUBLIC STATE OF MICHIGAN
BERRIEN COUNTY
MY COMMISSION EXPIRES 9-7-2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Licensor: Hilltop Nurseries, LLC

Trademark: Lawspur

Registration No: 1,239,665

Registration Date: May 24, 1983

Docket No.: NL1.HN1.G01

January 29, 2003
Yakima, WA 98902

CERTIFICATE OF AUTHENTICITY OF ASSIGNMENT TO BE RECORDED

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

STATE OF WASHINGTON)
)ss.
COUNTY OF YAKIMA)

This is to certify that I have examined the attached copy of the Trademark Assignment, effective January 23, 2003, and I certify that the attached copy is a true and correct copy of the original Trademark Assignment.

Dated this 29th day of January, 2003.



Michelle Bos
NOTARY PUBLIC in and for the
State of Washington, residing at Granger
My appointment expires Nov. 5, 2003

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Assignee:	Inter-Plant Patent Marketing, Inc.	
Exclusive Licensee:	Hilltop Nurseries, LLC	

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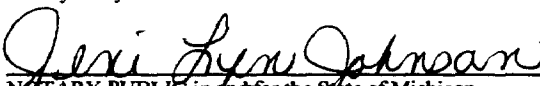
Nursery:
Hilltop Nurseries, LLC, a Michigan limited liability company

By: 
Steven M. Flamm

Its: Managing Member

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NOTARY PUBLIC in and for the State of Michigan
Residing at Berrien County
My Commission Expires: 9-7-2006

JENI LYN JOHNSON
NOTARY PUBLIC STATE OF MICHIGAN
BERRIEN COUNTY
MY COMMISSION EXP. SEPT 7, 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Licensor: Hilltop Nurseries, LLC

Trademark: Red Chief

Registration No: 1,241,364

Registration Date: June 7, 1983

Docket No.: NL1.HN1.G01

January 29, 2003
Yakima, WA 98902

CERTIFICATE OF AUTHENTICITY OF ASSIGNMENT TO BE RECORDED

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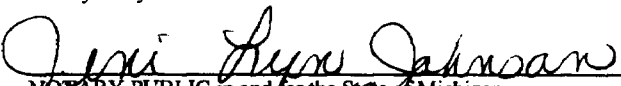
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JENI LYN JOHNSON
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