

02-27-2003

Form PTO-1594

(Rev. 03/01)

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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):

Willow Drive Nursery, Inc.

2-24-03

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other **ASSIGNMENT OF CLAIMS FOR TRADEMARK INFRINGEMENT**

Execution Date: 11/15/2002

2. Name and address of receiving party(ies)

Name: Nursery Licensing Association, LLC

Internal

Address:

Street Address: 1218 Third Ave. Suite 1522

City: Seattle State: WA Zip: 98101

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Washington☐ OtherIf 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) 2,020,489

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:

Nursery Licensing Association, LLC

Street Address: 1218 Third Avenue

Suite 1522 Seattle Tower

City: Seattle State: WA Zip: 98101

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

2-14-03

Date

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

2

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

02/26/2003 EDDPER 00000179 2020489

01 FC:8521

40.00 BP

TRADEMARK
REEL: 002679 FRAME: 0132

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 15th day of November, 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"):

Trademark	Reg. No.	Issue Date
MORGAN SPUR	2,020,489	December 3, 1996

Owner at Issuance: Willow Drive Nursery, Inc.

Current Assignee/Owner of Record: Willow Drive 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 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.

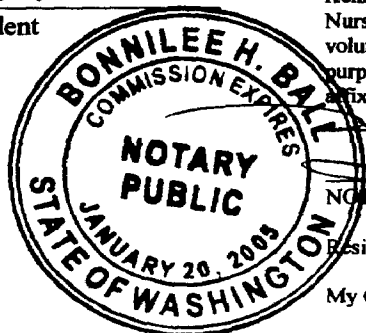
Nursery:

WILLOW DRIVE NURSERY, INC.
A Washington Corporation

By: Kenneth P. Adams, President

STATE OF WASHINGTON)
County of Yakima) ss

On this 15th day of November, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth P. Adams, to me known to be the President of Willow Drive Nursery, Inc., and acknowledged the said instrument to be the free and voluntary act and deed of Willow Drive Nursery, Inc. 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 Washington

Residing at Yakima
My Commission Expires: 1/20/05

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Willow Drive Nursery, Inc.

Trademark: MORGAN SPUR

Registration No: 2,020,489

Registration Date: December 3, 1996

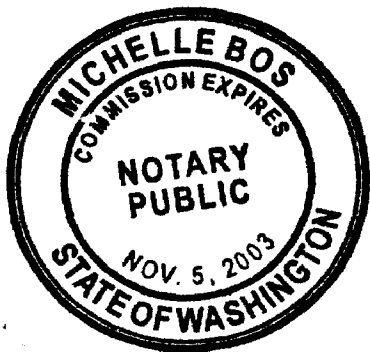
Docket No.: NL1.WD1.G01

February 14, 2003
Yakima, WA 98902

CERTIFICATE OF AUTHENTICITY OF ASSIGNMENT TO BE RECORDED

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231STATE OF WASHINGTON)
)ss.
COUNTY OF YAKIMA)

This is to certify that I have examined the attached copy of the Trademark Assignment, effective November 15, 2002, and I certify that the attached copy is a true and correct copy of the original Trademark Assignment.

Dated this 14th day of February, 2003.

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