

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nut Tree		12/23/2003	PARTNERSHIP:

RECEIVING PARTY DATA	
Name:	Vacaville Redevelopment Agency
Street Address:	650 Merchant Street
City:	Vacaville
State/Country:	CALIFORNIA
Postal Code:	95688
Entity Type:	Community redevelopment law agency:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1262622	NUT TREE
Registration Number:	1411259	TOYS

CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-576-0200
Email:	jcb@townsend.com
Correspondent Name:	John C. Baum, Esq.
Address Line 1:	Townsend and Townsend and Crew LLP
Address Line 2:	Two Embarcadero Center, 8th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111-3834

ATTORNEY DOCKET NUMBER:	021748-000300US
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NAME OF SUBMITTER:	John C. Baum, Esq.
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Total Attachments: 1 source=NUT TREE - TOYS Assignment#page1.tif

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of November 28, 2000, by and between Nut Tree, a partnership with an address at 100 Nut Tree Parkway, Vacaville, CA 95687, (the "Assignor"), and Vacaville Redevelopment Agency, with an address at 650 Merchant Street, Vacaville, CA 95688, (the "Assignee");

WHEREAS, Assignor owns all rights, title and interest of every kind, nature or description in and to the following trademarks: NUT TREE (U.S. Registration No. 1,262,622) and TOYS AND DESIGN (U.S. Registration No. 1,411,259) (hereinafter "the Marks"), including the U.S. Trademark Registrations therefore, together with the goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and


WHEREAS, Assignor and Assignee wish for Assignee to own All Rights in the Marks (as defined hereinabove) as of the effective date of this Assignment, *nunc pro tunc*;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee All Rights in the Marks.


This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns. Assignor agrees to cooperate in executing additional documents and taking such other steps as Assignee may request from time to time to effectuate the purpose of this Assignment. This Assignment merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment through their authorized representatives as of the dates set forth below.

Nut Tree, Assignor

By: 
Name: JEFFREY N. FAIRCHILD
Title: MANAGING PARTNER, NUT TREE
Date: 12/23/03

Vacaville Redevelopment Agency, Assignee

By: 
Name: David J. Van Kirk
Title: Executive Director
Date: 12-8-03

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