

07-21-2003

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(Rev. 03/01)
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Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



102501824

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.

7-17-03

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment of Claims
- Merger
- Change of Name

Execution Date: June 17, 2003

2. Name and address of receiving party(ies)

Name: Nursery Licensing Association LLC

Internal Address:

Street Address: 213 South 12th Street

City: Yakima State: WA Zip: 98902

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

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

OFFICE OF PUBLIC RECORDS
2003 JUL 17 PM 1:44
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,168,649

Additional number(s) attached Yes No

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

Name: Patrick H. Ballew

Internal Address:

Street Address: Stratton Ballew PLLC

213 South 12th Street

City: Yakima State: WA Zip: 98902

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

7/19/03

Date

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

3

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

07/21/2003 ECDOPER 00000037 2168649

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40.00 DP

TRADEMARK
REEL: 002780 FRAME: 0976

SPECIFIC ASSIGNMENT OF CLAIMS FOR PLANT PATENT AND TRADEMARK INFRINGEMENT

This Specific Assignment of Claims for Plant Patent and Trademark Infringement (Assignment), dated and effective June 17, 2003, is by and between the Nursery Licensing Association, LLC, a Washington limited liability company, principally located in Seattle, Washington (NLA) and Willow Drive Nursery, Inc., a Washington corporation (Assignor).

1. The Assignor represents and warrants that the below described parties own the below described interests, including the right to sue for past, present, and future infringements, with respect to the below described U.S. Plant Patent and Trademark:

Plant Patent Title
Apple Variety Baigent

Plant Patent No.
10,016

Issue Date
September 2, 1997

Barbara and Paul Brookfield: Joint Inventors/Owners
Brookfield New Zealand Limited: World Exclusive Master Licensee
Willow Drive Nursery, Inc.: U.S. Exclusive Master Licensee

Trademark
Brookfield

Registration No.
2,168,649



Issue Date
June 23, 1998

Brookfield New Zealand Limited: Owner
Willow Drive Nursery, Inc.: U.S. Exclusive Master Licensee

2. The Assignor, for good and valuable consideration, hereby exclusively assigns to the NLA the right to enforce all tort claims for present and past infringement, counterfeiting, conversion, theft, misappropriation, false designation of origin, palming off, state or federal claims for unfair business practices, and all other non-contract claims against Zirkle Fruit Company, William H. Zirkle, William M. Zirkle, Lester Zirkle, William Wangler, Michael and Lois Thiede, Northwest Farm Credit Services ACA, Northwest Farm Credit Services PCA, and Northwest Farm Credit Services FLCA, and their subsidiaries, affiliates, and assigns, and all those in privity with any of these parties, that arise from or relate to the above identified U.S. Plant Patent and Trademark, including any tort claim that can be brought after expiration of a Plant Patent for actions which occurred during the enforceable term of the Plant Patent, and including any claim that could have been made by the Assignor as victims in any criminal prosecution (hereinafter referred to as "Enforcement Rights"). The Assignor retains ownership of all other rights and interests in the referenced U.S. Plant Patent and Trademark, express and implied, and such rights are not part of the Enforcement Rights.

3. The Assignor warrants that no assignment, sale, agreement, encumbrance, or license has been or will be made or entered into which would conflict with the assignment of Enforcement Rights under this Assignment.

4. The Assignor agrees to fully cooperate in the enforcement of any Enforcement Rights asserted by the NLA and that the Assignor will, upon NLA's request, promptly provide NLA with all pertinent facts and documents relating to the U.S. Plant Patent and Trademark described above, and the Enforcement Rights, as may be known and accessible to the Assignor, and that the Assignor 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 the Assignors will promptly execute and deliver to the NLA, or the NLA's legal representatives, any and all papers, instruments or affidavits required by the NLA while pursuing any claims related to the Enforcement Rights, or which may otherwise be necessary or desirable to carry out the purposes thereof.

<p>Willow Drive Nursery, Inc., a Washington state company, principally located at Ephrata, Washington,</p> <p>By:  Ken Adams, President</p>	<p>Nursery Licensing Association LLC, a Washington limited liability company, principally located at Seattle, Washington (NLA),</p> <p>By:  Patrick H. Bailew, Managing Member</p>
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