

07-29-2003



102509663

To the Honorable Commissioner of Pate.

Original documents or copy thereof.

1. Name of conveying party(ies): 7-24-03 Brandt's Fruit Trees, Inc. 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: National Licensing Association LLC Internal Address: Street Address: 213 South 12th Avenue City: Yakima State: WA Zip: 98902 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other: Assignment of Claims Execution Date: March 1, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,257,590, 2,396,713 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: 213 South 12th Avenue City: Yakima State: WA Zip: 98902

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 80.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 50-0269

DO NOT USE THIS SPACE

9. Signature. Patrick H. Ballew Signature Date: 7/28/03 Total number of pages including cover sheet, attachments, and document: 4

07/28/2003 DBYRNE 00000169 2257590 01 FC:8521 02 FC:8522

40.00 25.00 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Refund Ref: 07/28/2003 DBYRNE CHECK Refund Total: \$15.00

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 1st day of March, 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 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"):

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Pink Lady + design	2,257,590	June 29, 1999
Pink Lady	2,396,713	October 24, 2000

Owner at Issuance: 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 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. This Agreement shall remain in full force and effect for all claims commenced during the one year period beginning March 1, 2003 and ending February 29, 2004.

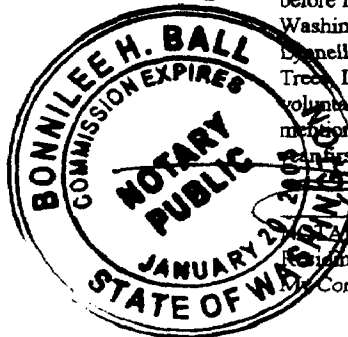
6. Nursery further covenants that it will fully cooperate in the enforcement of any claims asserted by the NLA and the Nursery will, upon NLA's request, promptly provide NLA with all pertinent facts and documents relating to the Trademark, or the Trademark Enforcement Rights, as may be known and accessible 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:
Brandt's Fruit Trees, Inc.

By: Lynnell Brandt
Lynnell Brandt, President

STATE OF WASHINGTON])
) ss
County of Yakima)

On this 1st day of March 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lynnell Brandt to me known to be the President of Brandt's Fruit Trees, Inc., and acknowledged the said instrument to be the free and voluntary act and deed of his for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and date first above written.



[Signature]
Notary Public in and for the State of Washington
Residing at Yakima
Commission Expires: 1/20/05

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Brandt's Fruit Trees, Inc.

Trademark: PINK LADY

Registration No: 2,396,713

Registration Date: October 24, 2000

Docket No.: BR1

July 21, 2003
Yakima, WA 98902

CERTIFICATE OF AUTHENTICITY OF ASSIGNMENT TO BE RECORDED

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

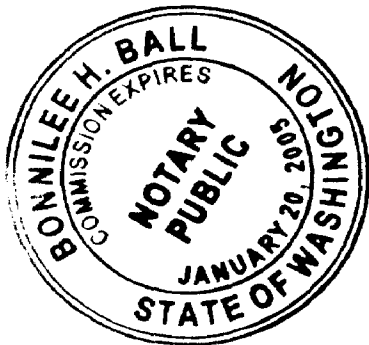
STATE OF WASHINGTON)
)ss.
COUNTY OF YAKIMA)

This is to certify that I have examined the attached copy of the Trademark Assignment, effective Marcy 1, 2003, and I certify that the attached copy is a true and correct copy of the original Trademark Assignment.

Dated this 21 day of July, 2003.



NOTARY PUBLIC in and for the
State of Washington, residing Yakima
My appointment expires 1/20/05



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Brandt's Fruit Trees, Inc.

Trademark: PINK LADY + DESIGN

Registration No: 2,257,590

Registration Date: June 29, 1999

Docket No.: BR1

July 21, 2003
Yakima, WA 98902

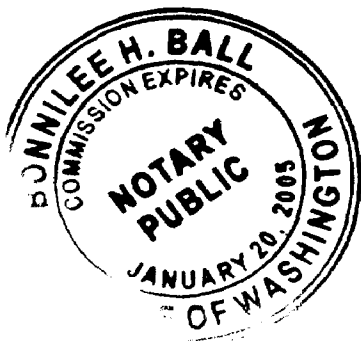
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Dated this 21 day of July, 2003.



Donilee H. Ball
NOTARY PUBLIC in and for the
State of Washington, residing Yakima
My appointment expires 1/20/05