

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Brand's Fruit Trees, Inc.

- 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: 4/8/2003

2. Name and address of receiving party(ies)

Name: Nursery Licensing Association LLC

Internal

Address:

Street Address: 1218 3rd Ave. Suite 1522

City: Seattle State: WA Zip: 98101

- 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

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s) 1,921,296

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: 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.

Michelle Bos

Name of Person Signing

  
Signature

3/01/04  
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

LIMITED ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Limited Assignment of Claims for Infringement of Trademark (Agreement) is made this 8<sup>th</sup> day of April, 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 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         |
|-----------|-----------|--------------------|
| Crimson   | 1,921,296 | September 19, 1995 |

Owner: 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 tort claim Nursery may bring for counterfeiting, infringement, false designation of origin, palming off, state or federal claims for unfair business practices, or any other non-contract against Michael and Pamela Wilcox, and their marital community, and all those in privity with them, including without limitation, any packing or fruit marketing companies handling their fruit, Texas Municipal Plans Consortium, Farmland Management Services, Northwest Farm Management Services, Clark Jennings and Associates, Inc. and any banking institutions that financed the Wilcoxes, 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 shall 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 to 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.

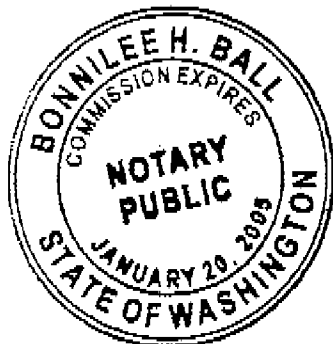
By: Allen Brandt  
Allen Brandt, Vice President

STATE OF WASHINGTON )  
 ) ss  
County of Yakima )

On this 8 day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Allen Brandt, to me known to be the Vice President of Brandt's Fruit Trees, Inc., and acknowledged the said instrument to be the free and voluntary act and deed of Brandt's Fruit Trees, Inc., for the uses and purposes therein mentioned. Witness my hand and official seal this day and year first above written.

[Signature]  
NOTARY PUBLIC in and for the State of Washington

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



TRADEMARK

REEL: 002803 FRAME: 0805

RECORDED: 03/01/2004