

03/04/2004
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Form TPO-1594
(Rev. 05/01)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

OMB No. 0651-0027 (exp. 10/31/2002)

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):

Westland Fruit Tree Nursery LLC

- 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: April 20, 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) 2,093,028

Additional number(s) attached Yes No

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

Name: Patrick H. Balfew

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

~~XXXX~~

RESUBMISSION ~~XXXX~~

07-16-2003

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 7-14-03

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment of Claims

Execution Date: April 20, 2003

2. Name and address of receiving party(ies)
 Name: Westland Fruit Tree Nursery, LLC
 Internal Address: _____
 Address: _____
 Street Address: 2434 Summerset Ct.
 City: Lodi State: CA Zip: 95242

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other California 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) 2,093,028

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Patrick H. Ballew
 Internal Address: _____
 Street Address: Straffon Ballew PLLC
213 South 12th Avenue
 City: Yakima State: WA Zip: 98902

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0269

9. Signature.
 Patrick H. Ballew [Signature] 7/9/03
 Name of Person Signing Signature Date

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

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FINANCE SECTION
OFFICE OF PATENT RECORDS

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Washington, D.C. 20231

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TRADEMARK
REEL: 002812 FRAME: 0905

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 20th 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 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>
SUN FUJI	2,093,028	September 2, 1997

Owner at Issuance: Westland Fruit Tree Nursery
 Assignee/Owner of Record: Westland Fruit Tree Nursery

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 license 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.

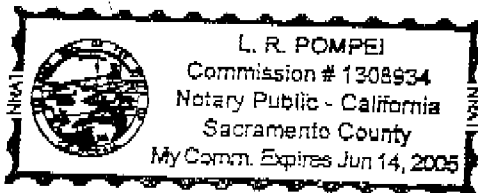
5. Nursery further covenants that it will fully cooperate in the enforcement of any claims asserted by the NLA and the Nursery will, upon NLA's request, promptly provide NLA with all pertinent facts and documents relating to the Trademark, or the Trademark Enforcement Rights, as may be known and accessible 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: Westland Fruit Tree Nursery, LLC, a California limited liability company, dba Westland Fruit Tree Nursery

By: Henry Sanguinetti
 Henry Sanguinetti
 Its: Managing Member

STATE OF California)
 County of Sacramento) ss 567-37-2214

On this 20 day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry Sanguinetti to me known to be a managing member of Westland Fruit Tree Nursery, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Westland Fruit Tree Nursery, LLC for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.



L. R. Pompei
 NOTARY PUBLIC in and for the State of California
 Residing at 5150 Sunrise Blvd Ste A-4 Fair Oaks CA
 My Commission Expires: June 14 **TRADEMARK**