

09-22-2003

Form PTO-1594
(Rev. 03/01)
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102555331

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

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

1. Name of conveying party(ies): Columbia & Okanogan Nursery, Inc. *8.25.03*
 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: Nursery Licensing Association LLC
Internal Address: _____
Address: _____
Street Address: 213 . 12th Avenue
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment of Claims
Execution Date: 8/15/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,599,283

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 S. 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.
DBYRNE 00000153 2599283
40.00 DP
Patrick H. Ballew
Name of Person Signing

Patrick H. Ballew
Signature

8/20/03
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

09/17/2003
01 FC:8521



08-25-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #58

TRADEMARK
REEL: 002826 FRAME: 0709

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 15th day of August, 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>
SEPTEMBER WONDER	2,599,283	July 23, 2002

Owner at Issuance: Snyder, LLC
 Current Owner: Columbia & Okanogan Nursery, 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.

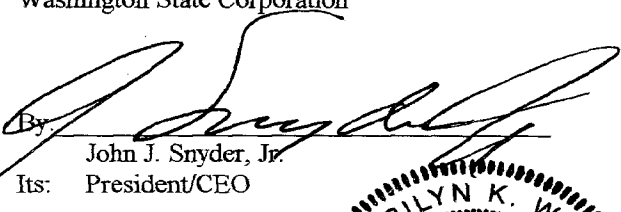
4. Nursery hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignment of rights under this Agreement.

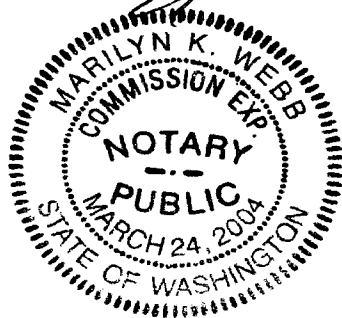
5. Nursery further covenants that it will fully cooperate in the enforcement of any claims asserted by the NLA and the Nursery will, upon NLA's request, promptly provide NLA with all pertinent facts and documents relating to the Trademark, or the Trademark Enforcement Rights, as may be known and accessible 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:
 Columbia & Okanogan Nursery, Inc., a
 Washington State Corporation

STATE OF WASHINGTON)
)
 : ss
 County Chelan)

On this 15th day of August, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John J. Snyder, Jr. to me known to be the President/CEO, and acknowledged the said instrument to be the free and voluntary act and deed of Columbia & Okanogan Nursery, Inc., for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.

By: 
 Its: John J. Snyder, Jr.
 President/CEO



Marilyn K. Webb
 NOTARY PUBLIC in and for the State of Washington
 Residing at East Wenatchee
 My Commission Expires: March 24, 2004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Columbia & Okanogan Nursery, Inc.

Trademark: SEPTEMBER WONDER

Registration No: 2,599,283

Registration Date: July 23, 2002

Docket No.: NL1.CO1

August 19, 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 August 15, 2003, and I certify that the attached copy is a true and correct copy of the original Trademark Assignment.

Dated this 20th day of August, 2003.



Michelle Bos
NOTARY PUBLIC in and for the
State of Washington, residing at Granger
My appointment expires Nov. 5, 2003