

9/22/03

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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 record the attached original documents or copy thereof.

1. Name of conveying party(ies): Van Well Nursery, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

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 [x] Corporation-State Washington [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other Assignment of Claims Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/286,683 B. Trademark Registration No.(s) Additional number(s) attached [ ] Yes [x] 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: 213 South 12th Avenue City: Yakima State: WA Zip: 98902

7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [x] 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 9/10/2003 Total number of pages including cover sheet, attachments, and document: 3

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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Applicant: Van Well Nursery, Inc.

Trademark: AUVIL EARLY FUJI

Serial No: 78/286,683

Filing Date: August 13, 2003

Docket No.: NL1.VW1.G01

September 10, 2003  
Yakima, WA 98902

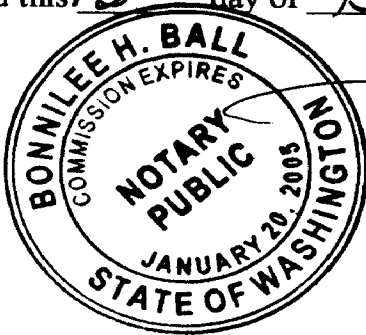
CERTIFICATE OF AUTHENTICITY OF ASSIGNMENT TO BE RECORDED

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 September 5, 2003, and I certify that the attached copy is a true and correct copy of the original Trademark Assignment.

Dated this 10 day of September, 2003.



*[Handwritten Signature]*

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

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 5 day of Sept, 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>Goods</u>
Auvil Early Fuji	Apple Tree
Owner: Van Well 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 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.

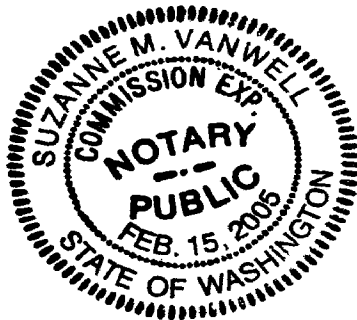
Nursery:  
Van Well Nursery, Inc., a Washington State Corporation

By: [Signature]  
Pete Van Well  
Its: President

STATE OF WASHINGTON )  
 )  
County of Douglas )

On this 8 day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pete Van Well to me known to be the [President of Van Well Nursery, Inc., and acknowledged the said instrument to be the free and voluntary act and deed of Van Well Nursery, Inc. for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.

[Signature]  
NOTARY PUBLIC in and for the State of Washington  
Residing at Douglas County  
My Commission Expires: 2/15/05



TRADEMARK