

09-29-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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): Hilltop Nurseries, LLC

9-25-03

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

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: 08/29/03

2. Name and address of receiving party(ies)

Name: Nursery Licensing Association, LLC

Internal Address:

Street Address: 1218 3rd Ave. Ste. 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) 1,372,903

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

2003 SEP 25 AM 7:21 OR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

PATRICK H. BALLEW Name of Person Signing

[Signature] Signature

9/17/03 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

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TRADEMARK REEL: 002832 FRAME: 0635

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 29th 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>
REDCORT	1,372,903	November 26, 1985

Owner at Issuance: Hilltop Orchards & Nurseries, Inc.
 Assignee: Inter-Plant Patent Marketing, Inc.
 Exclusive Licensee: Hilltop Nurseries, LLC

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:
 Hilltop Nurseries, LLC, a Michigan Limited Liability Company

By: Steven M. Flamm
 Steven M. Flamm
 Its: Managing Member

STATE OF MICHIGAN)
) : ss
 County of Van Buren)

On this 29 day of August, 2003, before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Steven M. Flamm to me known to be the Managing Member of Hilltop Nurseries, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Hilltop Nurseries, LLC for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.

Elva Benavides
 NOTARY PUBLIC in and for the State of Michigan
 Residing at Van Buren NCB
 My Commission Expires: 9-1-05
 ELVA BENAVIDES
 Notary Public, Van Buren County, MI
 My Commission Expires Sep 1, 2005