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Form PTO-1594
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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):
Brandt's Fruit Trees, 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. Ste. 1522
City: Seattle State: WA Zip: 98101

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Limited Liability Company

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: 3/1/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,051,169, and 1,975,604 and 2,096,037

Additional number(s) attached [ ] Yes [x] 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: 3

7. Total fee (37 CFR 3.41).....$ 120.00

- [x] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:
50-0269

2003 OCT 14 AM 11:21
OPR/FINANCE

10/16/2003 DBYRNE 00000091 2051169
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

DO NOT USE THIS SPACE

9. Signature.

Chris E. Svendsen
Name of Person Signing

Signature

10/9/03
Date

Total number of pages including cover sheet, attachments, and document: 7

Refund Ref:
10/16/2003 DBYRNE 0000131510

CHECK Refund Total: $30.00

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

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 1st day of March, 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 master licensee in the United States 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
SUNDOWNER BRAND CRIPPS TWO CULTIVAR	**2,051,169**	**April 8, 1997**

Owner at Issuance: 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 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, but only when said claims arise in conjunction with other trademark or plant patent claims against the same or related parties. 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. This Agreement shall remain in full force and effect for all claims commenced during the one year period beginning March 1, 2003 and ending February 29, 2004.

6. 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:

Brandt's Fruit Trees, Inc.

By: Lynnell Brandt

Lynnell Brandt, President

STATE OF WASHINGTON)
: ss
County Yakima)

On this 1st day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lynnell Brandt to me known to be the President of Brandt's Fruit Trees, Inc. and acknowledged the said instrument to be the free and voluntary act and deed of Bramdt's Fruit Trees, Inc. for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.

BONNILEE H. BALL
COMMISSION EXPIRES
NOTARY PUBLIC
JANUARY 20, 2005
STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington
Residing at Yakima
My Commission Expires: 1/20/05

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Brandt's Fruit Trees, Inc

Trademark: PINK LADY

Registration No: 1,975,604

Registration Date: May 28, 1996

Docket No.: NL1.BR1.G01

October 9, 2003
Yakima, WA 98902

CERTIFICATE OF AUTHENTICITY OF ASSIGNMENT TO BE RECORDED

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

STATE OF WASHINGTON)
)ss.
COUNTY OF YAKIMA)

This is to certify that I have examined the attached copy of the Trademark Assignment, effective March 1, 2003, and I certify that the attached copy is a true and correct copy of the original Trademark Assignment.

Dated this 9th day of October, 2003.

MICHELLE BOS
COMMISSION EXPIRES
NOTARY PUBLIC
NOV. 5, 2003
STATE OF WASHINGTON

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

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Trademark	Reg. No.,	Issue Date
PINK LADY	**1,975,604**	**May 28, 1996**

Owner at Issuance: 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 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, but only when said claims arise in conjunction with other trademark or plant patent claims against the same or related parties. 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.

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Nursery:
Brandt's Fruit Trees, Inc.

By: Lynnell Brandt
Lynnell Brandt, President

STATE OF WASHINGTON)
: ss
County Yakima)

On this 1st day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lynnell Brandt to me known to be the President of Brandt's Fruit Trees, Inc. and acknowledged the said instrument to be the free and voluntary act and deed of Bramdt's Fruit Trees, Inc. for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.

BONNILEE H. BALL
COMMISSION EXPIRES
NOTARY PUBLIC
JANUARY 20, 2005
STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington
Residing at Yakima
My Commission Expires: 1/20/05

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Brandt's Fruit Trees, Inc

Trademark: SUNDOWNER

Registration No: 2,096,037

Registration Date: September 9, 1997

Docket No.: NL1.BR1.G01

October 9, 2003
Yakima, WA 98902

CERTIFICATE OF AUTHENTICITY OF ASSIGNMENT TO BE RECORDED

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
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)ss.
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Dated this 9th day of October, 2003.

MICHELLE BOS
COMMISSION EXPIRES
NOTARY PUBLIC
NOV. 5, 2003
STATE OF WASHINGTON

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

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Trademark	Reg. No.	Issue Date
SUNDOWNER	**2,096,037**	**September 9, 1997**

Owner at Issuance: 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 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, but only when said claims arise in conjunction with other trademark or plant patent claims against the same or related parties. 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.

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Brandt's Fruit Trees, Inc.

By: Lynnell Brandt
Lynnell Brandt, President

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: ss
County Yakima)

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NOTARY PUBLIC in and for the State of Washington
Residing at Yakima
My Commission Expires: 1/20/05

BONNIE E. M. BALL
COMMISSION EXPIRES
NOTARY PUBLIC
JANUARY 20, 2005
STATE OF WASHINGTON

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Brandt's Fruit Trees, Inc

Trademark: SUNDOWNER BRAND CRIPPS TWO CULTIVAR

Registration No: 2,051,169

Registration Date: April 8, 1997

Docket No.: NL1.BR1.G01

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