

10-29-2003



102586206

To the Honorable Commissioner of Patents and Trademarks, P.O. Box 102586, Washington, D.C. 20231

Send original documents or copy thereof.

1. Name of conveying party(ies):

John and Susan Hill
ENZA - Tree Limited

10-27-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Partnership and Corporation
- 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: 8/15/2003

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) 2,577,272

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

OCT 27 AM 8:41
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Michelle Bos
Name of Person Signing

Michelle Bos
Signature

10/22/03
Date

Total number of pages including cover sheet, attachments, and document: 5

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

10/28/2003 EC00PER 00000147 2577272

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40.00 OP

TRADEMARK
REEL: 002852 FRAME: 0628

SPECIFIC ASSIGNMENT OF CLAIMS FOR PLANT PATENT AND TRADEMARK INFRINGEMENT

(den Hoed)

This Specific Assignment of Claims for Plant Patent and Trademark Infringement (Assignment), dated and effective August 15, 2003 is by and between the Nursery Licensing Association, LLC, a Washington limited liability company, principally located in Seattle, Washington (NLA) and ENZA Tree Limited, successor in interest to FIPIA New Zealand Limited, having its principal place of business at Wellington, New Zealand (ENZA), and John Hill and Sue Hill, residing in Hastings, New Zealand (Hills). ENZA and the Hills shall be hereafter collectively referred to as "Assignors."

1. The Assignors represent and warrant that the below described parties own the below described interests, including the right to sue for past, present, and future infringements, with respect to the below described U.S. Plant Patent and Trademark:

<u>Plant Patent Title</u>	<u>Plant Patent No.</u>	<u>Issue Date</u>
Apple Tree Hidala	7,526	May 21, 1991

John and Susan Hill: Joint Inventors/Owners
ENZA-Tree Limited: World Exclusive Master Licensee

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
Hillwell	2,577,272	June 11, 2002

John and Susan Hill: Owners
ENZA-Tree Limited: World Exclusive Master Licensee

2. The Assignors, for good and valuable consideration, hereby exclusively assign to the NLA the right to enforce all tort claims for present and past infringement, counterfeiting, conversion, theft, misappropriation, false designation of origin, palming off, state or federal claims for unfair business practices, and all other non-contract claims against **Arthur and Ruth den Hoed, Jose Cervantes, Cervantes Orchards, and their subsidiaries, affiliates, and assigns, and all those in privity with any of these parties**, that arise from or relate to the above identified U.S. Plant Patent and Trademark, including any tort claim that can be brought after expiration of a Plant Patent for actions which occurred during the enforceable term of the Plant Patent, and including any claim that could have been made by the Assignors as victims in any criminal prosecution (hereinafter referred to as "Enforcement Rights").

3. The Assignors, for good and valuable consideration, hereby also exclusively assign to the NLA the right to enforce the presently existing and identified tort claims for present and past infringement, counterfeiting, conversion, theft, misappropriation, false designation of origin, palming off, state or federal claims for unfair business practices, and all other non-contract claims against **John Hancock Life Insurance Company, fka John Hancock Mutual Life Insurance Company; Farmland Management Services; Clark Jennings & Associates, Inc.; Northwest Farm Management Services; Northwest Farm Credit Services ACA, Northwest Farm Credit Services PCA, and Northwest Farm Credit Services FLCA, and their subsidiaries, affiliates, and assigns, and all those in privity with any of these parties**, insofar as such claims are associated with **Arthur and Ruth den Hoed, Jose Cervantes, Cervantes Orchards, and their subsidiaries, affiliates, and assigns, and all those in privity with any of these parties** that arise from or relate to the above identified U.S. Plant Patent and Trademark, including any tort claim that can be brought after expiration of a Plant Patent for actions which occurred during the enforceable term of the Plant Patent, and including any claim that could have been made by the Assignors as victims in any criminal prosecution (hereinafter referred to as "Related Claims Enforcement Rights").

4. The Assignors retain ownership of all other rights and interests in the referenced U.S. Plant Patent and Trademark, express and implied, and such rights are not part of the Enforcement Rights or the Related Claims Enforcement Rights.

5. The Assignors warrant that no assignment, sale, agreement, encumbrance, or license has been or will be made or entered into which would conflict with the assignment of Enforcement Rights or Related Claims Enforcement Rights under this Assignment.

6. The Assignors agree to fully cooperate in the enforcement of any Enforcement Rights or Related Claims Enforcement Rights asserted by the NLA and that the Assignors will, upon NLA's request, promptly provide NLA with all pertinent facts and documents relating to the U.S. Plant Patent and Trademark described above, and the Enforcement Rights or Related Claims Enforcement Rights, as may be known and accessible to the Assignors, and that the Assignors agree 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 the Assignors will promptly execute and deliver to the NLA, or the NLA's legal representatives, any and all papers, instruments or affidavits required by the NLA while pursuing any claims related to the Enforcement Rights or Related Claims Enforcement Rights, or which may otherwise be necessary or desirable to carry out the purposes thereof. The NLA will reimburse the Assignors for all reasonable expenses incurred that are related to any claims asserted by the NLA.

7. The Assignors will receive from the NLA sixty percent (60%) of the Net Amount recovered by the NLA from assertion of Enforcement Rights assigned to the NLA, regardless of the means employed to enforce those Enforcement Rights or Related Claims Enforcement Rights, including, but not limited to any form of communication, amicable settlement or formal or informal dispute resolution. "Net Amount" means the gross proceeds recovered the infringement, less the NLA's direct costs associated with the enforcement action, including its attorneys' fees and related enforcement expenses, such as bounty payments, property inspections, title searches, mapping etc.. The NLA shall provide to the Assignors an accounting at the final conclusion of any enforcement effort related to the assigned Enforcement Rights or Related Claims Enforcement Rights, including an accounting of attorneys' fees and costs.

8. NLA agrees to indemnify the Assignors against any claims or demands of whatsoever nature brought against them by one or more of the parties referred to in clauses 2 or 3 above insofar as they relate to a wrongful claims or prosecution as a result of the NLA's willful or negligent acts or omissions.

9. This Assignment of Claims remains in full force and effect for the entire period of time during which claims can be brought regarding the assigned Plant Patent and Trademark Enforcement Rights; Provided, however, that upon the expiration of five years after the effective date, this Assignment is thereafter subject to cancellation or termination by Owner, but only for good cause shown.

Signatures on following page.

Accepted and agreed to:

Nursery Licensing Association LLC, a Washington limited liability company, principally located at Seattle, Washington (NLA),

By: *Patrick H. Ballew*
Patrick H. Ballew, Managing Member

ENZA Tree Limited, (previously named FIPIA New Zealand Limited, having its principal place of business at Hastings, New Zealand (ENZA),

By: *[Signature]*
Its: DIRECTOR

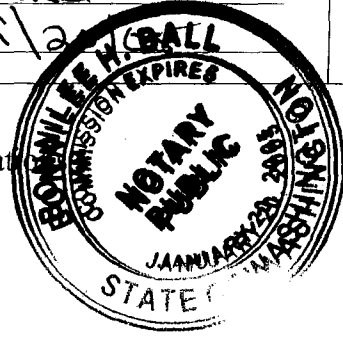
STATE OF WASHINGTON)
County of Yakima)

On this 16th day of August, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick H. Ballew, to me known to be a Managing Member of Nursery Licensing Association, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Nursery Licensing Association, LLC, for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.

John Hill, residing in Hastings, New Zealand,
[Signature]
Susan Hill, residing in Hastings, New Zealand,
[Signature]

[Signature]
NOTARY PUBLIC in and for the State of Washington

Residing at: Yakima
My Commission expires: 1/2



New Zealand Notarizat