

10-29-2003

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

<p>1. Name of conveying party(ies): John and Susan Hill ENZA - Tree Limited <i>10-27-03</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Partnership and Corporation</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Nursery Licensing Association, LLC</u> Internal Address: _____ Address: _____ Street Address: <u>1218 3rd. Ave. Suite 1522</u> City: <u>Seattle</u> State: <u>WA</u> Zip: <u>98101</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment of Claims</u></p> <p>Execution Date: <u>8/15/2003</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,577,272</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Patrick H. Ballew</u> Internal Address: _____ Street Address: <u>213 South 12th Avenue</u> City: <u>Yakima</u> State: <u>WA</u> Zip: <u>98902</u></p>	<p>6. Total number of applications and registrations involved: <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-0269</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature.</p> <p><u>Michelle Bos</u> <u>Michelle Bos</u> <u>10/22/03</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <input type="text" value="5"/></p>	

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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

10/28/2003 ECDOPER 00000125 2577272

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TRADEMARK
REEL: 002853 FRAME: 0292

SPECIFIC ASSIGNMENT OF CLAIMS FOR PLANT PATENT AND TRADEMARK INFRINGEMENT
(Roche)

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 **John and Mary Roche; Michael Roche; Roche Fruit Company; Roche-Pomona Orchard; Circle R Orchard Partnership; Goosehill Orchard; Skyline Orchard; MMP Orchards Limited Partnership; Double R Orchards; Highline Orchard; Powerline Orchard 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 "Related Enforcement Claims" language is not applicable in this assignment.*

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.

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 under this Assignment.

6. The Assignors agree to fully cooperate in the enforcement of any 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, 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 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.

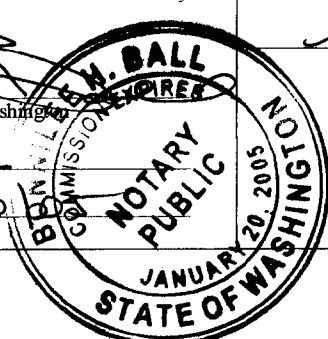
7. The Assignors will receive from the NLA sixty percent (60%) of the Net Amount recovered by the NLA from assertion of Enforcement Rights assigned to the NLA, regardless of the means employed to enforce those Enforcement Rights, including, but not limited to any form of communication, amicable settlement 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, 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.

Accepted and agreed to:

<p>Nursery Licensing Association LLC, a Washington limited liability company, principally located at Seattle, Washington (NLA),</p> <p>By: <u><i>Patrick H. Ballew</i></u> Patrick H. Ballew, Managing Member</p>	<p>ENZA Tree Limited, (previously named FIPIA New Zealand Limited, having its principal place of business at Hastings, New Zealand (ENZA),</p> <p>By: <u><i>[Signature]</i></u> Its: <u>DIRECTOR</u></p>
<p>STATE OF WASHINGTON) : ss County of Yakima)</p> <p>On this <u>16th</u> day of <u>August</u>, 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.</p> <p><u><i>[Signature]</i></u> NOTARY PUBLIC in and for the State of Washington Residing at: <u><i>Yakima</i></u> My Commission expires: <u>1/20</u></p>	<p>John Hill, residing in Hastings, New Zealand, <u><i>[Signature]</i></u></p> <p>Susan Hill, residing in Hastings, New Zealand, <u><i>[Signature]</i></u></p>



New Zealand Notarizations: