

11/10/03

11-13-2003  
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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

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)
- General Partnership
- Corporation-State
- Other
- 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: 5/1/03

2. Name and address of receiving party(ies)

Name: Nursery Licensing Association, LLC

Internal Address:

Street Address: 1218 3rd. Avenue, 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) 1,921,296

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

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OPERFINANCE

DO NOT USE THIS SPACE

9. Signature.

Chris E. Svendsen  
Name of Person Signing

Signature

11/6/2003  
Date

Total number of pages including cover sheet, attachments, and document: 3

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40.00 DP

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

TRADEMARK  
REEL: 002861 FRAME: 0919

**ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK**

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 1<sup>st</sup> day of May, 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"):

<b>Trademark</b>	<b>Reg. No.,</b>	<b>Issue Date</b>
<b>Crimson</b>	<b>1,921,296</b>	<b>September 19, 1995</b>

**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. 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 May 1, 2003 and ending May 1, 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.

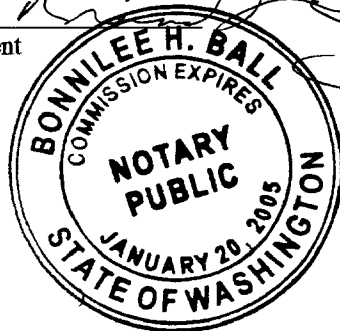
Nursery:

**Brandt's Fruit Trees, Inc.**

By:   
Lynnell Brandt, President

County Yakima )  
: ss

On this 1<sup>st</sup> day of May, 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 Brandt'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.



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

STATE OF WASHINGTON

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Brandt's Fruit Trees, Inc

Trademark: CRIMSON

Registration No: 1,921,296

Registration Date: September 19, 1995

Docket No.: NL1.BR1.G01

September 29, 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 July 15, 2003, and I certify that the attached copy is a true and correct copy of the original Trademark Assignment.

Dated this 29<sup>th</sup> day of September, 2003.



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