

3/8/04

03-10-2004

Form TTO-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

102689083

To the Honorable Commissioner:

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Van Well Nursery, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Nursery Licensing Association, LLC
Internal Address: _____
Street Address: 1218 Third Avenue, Suite 1522
City: Seattle State: WA Zip: 98101

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Corrective Assignment, New Reg. No.

Execution Date: 11/06/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,305,742

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

DO NOT USE THIS SPACE

9. Signature.
Chris E. Svendsen
Name of Person Signing Signature

3/3/2004
Date

COMM - 2 AM 9:25
DPR/FINANCE

Total number of pages including cover sheet, attachments, and document: 5/6

03/09/2004 DBTRNE 00000034 2305742

01 FC:8521

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: 002926 FRAME: 0695

12-04-2002



102300527

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.

<p>1. Name of conveying party(ies): Van Well Nursery, Inc. 11-29-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</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: Nursery Licensing Association, LLC Internal Address: _____ Street Address: 1218 3rd Ave. Ste.1522 City: Seattle State: wa Zip: 98101</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</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 ASSIGNMENT OF CLAIMS FOR TRADEMARK INFRINGEMENT</p> <p>Execution Date: November 6, 2002</p>	
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,230,742</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: Rex Stratton Internal Address: _____ Street Address: Stratton Ballew PLLC 1218 Third Ave, Suite 1522, Seattle Tower City: Seattle State: WA Zip: 98101</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-0269</p>
DO NOT USE THIS SPACE	
<p>9. Signature. Beth Ross November 22, 2002 Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 3</p>	

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2002 NOV 29 PM 1:21

12/ 002 LMUELLER 00000077 2230742
01 FC:8021

40.00 OP

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

TRADEMARK
REEL: 002926 FRAME: 0696

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 6 day of November, 2002, 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 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>
GALE GALA	2,230,742	January 4, 2000

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:
VAN WELL NURSERY, INC.
A Washington state corporation

By: [Signature]
Pete Van Well, President

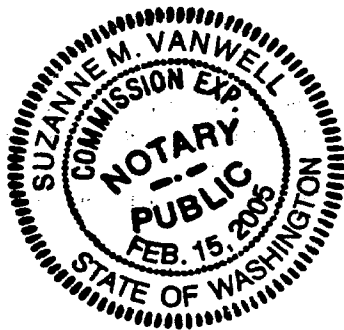
STATE OF WASHINGTON)
) : ss
County of Douglas)

On this 6 day of November, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pete Van Well, to me known to be the President of Van Well Nursery, Inc., and acknowledged the said instrument to be the free and voluntary act and deed of Van Well Nursery, Inc. for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.

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

Residing at P.O. Box 1339, Wenatchee, WA. 98807

My Commission Expires: February 15 2005



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor/Registrant: Van Well Nursery, Inc.

Trademark: GALE GALA

Registration No: 2,230,742

Registration Date: January 4, 2000

Docket No.: NL1.VW1.G01

November 21, 2002
Yakima, WA 98902

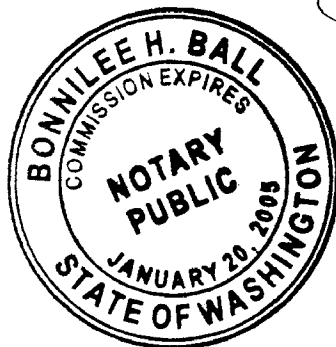
CERTIFICATE OF AUTHENTICITY OF ASSIGNMENT TO BE RECORDED

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

STATE OF WASHINGTON)
)ss.
COUNTY OF YAKIMA)

This is to certify that I have examined the attached copy of the Trademark Assignment, effective November 6, 2002, and I certify that the attached copy is a true and correct copy of the original Patent Assignment.

Dated this 21 day of November, 2002.



[Handwritten Signature]
NOTARY PUBLIC in and for the
State of Washington, residing Yakima
My appointment expires 1/20/05