

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	Assignment of Claims for Trademark Infringement
------------------------------	---

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brandt's Fruit Trees, Inc.		07/01/2004	CORPORATION: WASHINGTON

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Nursery Licensing Association, LLC
<b>Street Address:</b>	1411 Fourth Avenue
<b>Internal Address:</b>	Suite 850
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98101
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2736072	CRIMSON

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(509)453-4704
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	509-453-1319
<b>Email:</b>	amatt@strattonballew.com
<b>Correspondent Name:</b>	Patrick H. Ballew
<b>Address Line 1:</b>	213 South 12th Avenue
<b>Address Line 4:</b>	Yakima, WASHINGTON 98902

<b>ATTORNEY DOCKET NUMBER:</b>	NL1.BR1.G01 '072
--------------------------------	------------------

<b>NAME OF SUBMITTER:</b>	Patrick H. Ballew
---------------------------	-------------------

<b>Total Attachments: 1</b> source='072 TM Assign#page1.tif
--

CH \$40.00 2736072

**ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF TRADEMARK**

This Assignment of Claims for Infringement of Trademark (Agreement) is made this 15<sup>th</sup> day of July, 2004, by and between the National Licensing Association-US 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"):

<u>Trademark</u>	<u>Reg. No.,</u>	<u>Issue Date</u>
Crimson	2,736,072	July 15, 2003

**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.

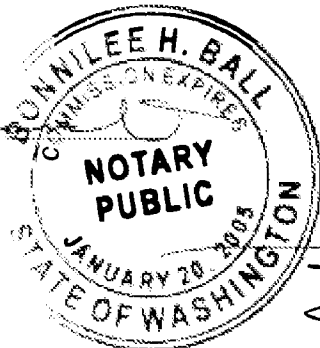
5. Nursery grants to the NLA the power of attorney in fact to investigate, litigate and fully resolve all claims related to the Trademark Enforcement Rights.

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 )  
County of Yakima ss

On this 15<sup>th</sup> day of July, 2004, 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 this day and year first above written.

[Signature]  
NOTARY PUBLIC in and for the State of Washington  
Residing at Yakima  
My Commission Expires: 1

**TRADEMARK**