

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lady Bird Johnson Wildflower Center		09/01/2006	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Board of Regents of The University of Texas System		
<b>Street Address:</b>	201 West Seventh Street		
<b>Internal Address:</b>	Office of General Counsel		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701-2902		
<b>Entity Type:</b>	STATE AGENCY: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3069759	LADY BIRD JOHNSON WILDFLOWER CENTER	
Serial Number:	76570635	NATIVE PLANTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(512)391-2122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	512-236-2357		
<b>Email:</b>	shunter@jw.com		
<b>Correspondent Name:</b>	Sheri R. Hunter, Esq.		
<b>Address Line 1:</b>	100 Congress Avenue		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	215595.00022		
<b>NAME OF SUBMITTER:</b>	Sheri R. Hunter		

CH \$65.00 3069759

Signature:

/Sheri R. Hunter/

Date:

10/20/2006

**Total Attachments: 3**

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## ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY (this "*Assignment*") is made as of September 1, 2006, by **Lady Bird Johnson Wildflower Center**, a Texas non-profit corporation ("*Assignor*"), to the **Board of Regents of The University of Texas System**, for itself and for and on behalf of **The University of Texas at Austin** ("*Assignee*").

### RECITALS:

A. Assignor and Assignee are parties to that certain Wildflower Center Master Agreement (the "*Master Agreement*"), dated September 1, 2006, pursuant to which Assignor has agreed to donate, give, and contribute to Assignee, and Assignee has agreed to accept from Assignor, the Transferred Assets (as defined in the Master Agreement), including without limitation all of Assignor's intellectual property and pursuant to which Assignee has agreed to assume operation of the Wildflower Center (as defined in the Master Agreement).

B. Assignee is the successor to Assignor with respect to the Wildflower Center for purposes of 15 U.S.C. §1060(a)(1) and related regulations.

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to accept the assignment and transfer of, all of Assignor's right, title and interest in and to all of Assignor's intellectual property (the "*Intellectual Property*"), including without limitation (i) the exclusive rights to the use of the trade name "Lady Bird Johnson Wildflower Center"; (ii) domain names, copyrights, and copyrighted materials (including brochures, photographs, and films), and all other property described on Schedule A attached to this Assignment and incorporated herein; and (ii) registered and unregistered domestic and foreign trademarks and trademark applications, including, without limitation, the trademark registrations and trademark applications (and all of Assignor's rights under and goodwill related to such trademarks) listed on Schedule A attached to this Assignment and incorporated herein (the "*Trademarks*").

### ASSIGNMENT:

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby gifts, donates, conveys, assigns, transfers, and delivers to Assignee all of Assignor's present and future right, title, and interest and benefit throughout the universe in, to, and under the Intellectual Property and to each of the Trademarks, together with the goodwill of the business associated therewith or symbolized thereby, including but not limited to any applications, renewals, or registrations therefor in any and all jurisdictions, and all claims and all rights to recover for (and retain) damages and profits arising out of or relating to the Trademarks under any law now or hereafter in effect anywhere in the universe, whether arising prior to, on or subsequent to the date hereof, in all cases, the same to be held and enjoyed by Assignee, its successors, and assigns from and after the date hereof fully and absolutely, and as the same could have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment is subject to all of the terms, conditions, and covenants of the Master Agreement, including the Right of Reentry contained therein and Section 4 thereof, which excludes certain assets from transfer.

NOTWITHSTANDING ANY RULE OR PROVISION OF LAW TO THE CONTRARY, INCLUDING WITHOUT LIMITATION, SECTION 5.023 OF THE TEXAS PROPERTY CODE, AND NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN

WHICH COULD BE CONSTRUED TO THE CONTRARY, THIS INSTRUMENT AND THE CONVEYANCE EVIDENCED HEREBY ARE MADE AND GIVEN WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND IT IS EXPRESSLY AGREED AND STIPULATED BETWEEN ASSIGNOR AND ASSIGNEE, AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, THAT NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, NOR ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT MIGHT ARISE BY COMMON LAW, ARE CREATED OR INTENDED TO BE CREATED OR OTHERWISE MADE, GIVEN OR INFERRED BY VIRTUE OF THIS INSTRUMENT, IT BEING HEREBY EXPRESSLY UNDERSTOOD THAT ASSIGNOR EXPRESSLY DISCLAIMS MAKING, OR HAVING MADE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, BUT WITHOUT LIMITATION, ANY WARRANTY OF TITLE AND/OR WARRANTY OF NO ENCUMBRANCES) CONCERNING THE INTELLECTUAL PROPERTY OR THE CONVEYANCE EVIDENCED HEREBY.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made within the State of Texas, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, Assignor has executed this Assignment and Transfer of Intellectual Property on the 15<sup>th</sup> day of September, 2006, to be effective September 1, 2006.

ASSIGNOR:

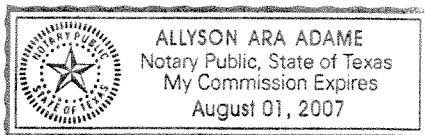
**Lady Bird Johnson Wildflower Center**  
(a Texas non-profit corporation)

By: *Susan G. Conway*  
Susan G. Conway, President

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me, the undersigned authority, this 15<sup>th</sup> day of September, 2006, by Susan G. Conway, President of Lady Bird Johnson Wildflower Center, a Texas non-profit corporation, on behalf of said corporation.

*Allyson Ara Adame*  
Notary Public ★ State of Texas



**SCHEDULE A**  
**INTELLECTUAL PROPERTY**

The "*Intellectual Property*" includes, without limitation, the following:

1. The name "Lady Bird Johnson Wildflower Center".
2. The domain name "www.wildflower.org", and all copyrights on such website. The domain name "www.wildflower2.org", and all copyrights on such website. The domain name "www.BePlantWise.org" and all copyrights on such website.
3. The e-mail newsletter "Wildflower Wire", all prior issues thereof, and all copyrights to such newsletter.
4. Rights to the newsletter "Wildflowers" and the copyrights to all prior issues thereof.
5. The magazine "Native Plants", the right to use such name and publish such magazine, and the copyrights to all prior issues and the right to publish such magazine in the future.
6. The Native Plants Database.

**TRADEMARKS**  
**United States Registrations**

Trademark	U.S. App No.	Filing Date	Registration No.	Issue Date
Lady Bird Johnson Wildflower Center			3,069,759	March 21, 2006
NATIVE PLANTS			Supplemental Registration Number 76/570,635	Feb. 1, 2005

**TRADEMARKS**  
**State of Texas Registrations**

Trademark	App No.	Filing Date	Registration No.	Issue Date
Lady Bird Johnson Wildflower Center			56362	January 16, 1997

Schedule A

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

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Lady Bird Johnson Wildflower Center

**RECORDED: 10/20/2006**

**TRADEMARK**  
**REEL: 003413 FRAME: 0238**