

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Briggs Nursery, LLC		07/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sidhu & Sons Nursery USA Inc.		
Street Address:	715 S BANK RD		
City:	Porter		
State/Country:	WASHINGTON		
Postal Code:	98541		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2601593	QUALITY THAT GROWS	
Registration Number:	2715979	QUALITY THAT GROWS	
CORRESPONDENCE DATA			
Fax Number:	2064640125		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(206) 464-3939		
Email:	sstaff@gsblaw.com		
Correspondent Name:	Sarah Staff		
Address Line 1:	1191 Second Avenue, Suite 1800		
Address Line 2:	Garvey Schubert Barer		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Sarah Staff		
Signature:	/Sarah Staff/		

OP \$65.00 2601593

Date:

02/27/2014

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of July 26, 2013, by and between Briggs Nursery, LLC, a Delaware limited liability company (“Assignor”) and Sidhu & Sons Nursery USA Inc. (“Assignee”), the authorized successor in interest to the rights of Sidhu & Sons Nursery, Ltd. (“Sidhu Canada”), a company formed under the laws of British Columbia, under that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of June 24, 2013, as amended through the date hereof, by and between Assignor, as Seller, and Sidhu Canada, as Buyer.

WHEREAS, Assignor is the owner of the following registered and unregistered trademarks (collectively, the “Marks”):

Mark	Jurisdiction	Status	App Nos./Reg. Nos.
QUALITY THAT GROWS	United States	Registered	2,601,593 and 2,715,979
BRIGGS NURSERY INC. WHOLESALE GROWERS SINCE 1912 BNI	Washington	Registered	28822

The Washington state trademark registration for BRIGGS NURSERY INC. WHOLESALE GROWERS SINCE 1912 BNI includes the following design:



NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, all of Assignor’s right, title, and interest in and to the Marks, together with the goodwill associated with and symbolized by the Marks, and any and all U.S. registrations and pending applications thereof; and Assignor’s entire right, title, and interest in and to all suits, causes of action, and claims recoverable by law or in equity arising from past, present, or future infringement or use of the Marks, and in and to profits arising from past infringement or use.

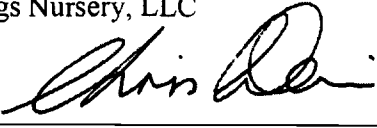
Assignor authorizes the U.S. Commissioner for Trademarks to record and register this trademark assignment upon request by Assignee.

Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

TURNINGPOINTE, LLC, a Washington limited liability company, in its capacity as Receiver for Briggs Nursery, LLC

By:  _____

Name: Christopher Wain

Its: President