

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Color Spot Nurseries, Inc.		08/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ATC Realty Nine, Inc.		
Street Address:	420 Montgomery Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94163		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3573901	COLOR SPOT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502334044		
Email:	docket_ip@pillsburylaw.com		
Correspondent Name:	Paul E. Thomas		
Address Line 1:	P.O. Box 10500		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Paul E. Thomas		
SIGNATURE:	/Paul E. Thomas/		
DATE SIGNED:	09/28/2018		
Total Attachments: 5			
source=Wells Fargo - Color Spot - Patent and Trademark Assignment - CS Nurseries (Executed)#page1.tif			
source=Wells Fargo - Color Spot - Patent and Trademark Assignment - CS Nurseries (Executed)#page2.tif			
source=Wells Fargo - Color Spot - Patent and Trademark Assignment - CS Nurseries (Executed)#page3.tif			
source=Wells Fargo - Color Spot - Patent and Trademark Assignment - CS Nurseries (Executed)#page4.tif			
source=Wells Fargo - Color Spot - Patent and Trademark Assignment - CS Nurseries (Executed)#page5.tif			

CH \$40.00 3573901

PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, Color Spot Nurseries, Inc., 27368 Via Industria, Suite 201, Temecula, California 92590 (hereinafter "Assignor"), is the owner of the trademark and corresponding U.S. trademark registration set forth on Schedule A hereto, and also is the owner of all of the patents set forth on Schedule B hereto; and

WHEREAS, ATC Realty Nine, Inc., a California corporation with a principal address at 420 Montgomery Street, San Francisco 94163 ("Assignee") wishes to acquire all of Assignor's right, title, interest in and to the aforementioned patents and all of Assignor's right, title, and interest in and to the aforementioned trademark and its corresponding U.S. trademark registration, because Assignee is a successor to all that portion of Assignor's business associated with the aforementioned trademark and patents; and

WHEREAS, Assignor desires to transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in, to and under the trademark and its corresponding U.S. trademark registration shown on Schedule A hereto, along with all goodwill inherent in the trademark and all that portion of Assignor's business associated with the trademark (all of the foregoing, including the trademark, the corresponding U.S. trademark registration, the inherent goodwill, and all that portion of the Assignor's business associated with the trademark, are hereinafter collectively referred to as the "Trademark"); and

WHEREAS, Assignor also desires to transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the patents shown on Schedule B hereto, and the inventions and improvements disclosed in the aforesaid patents, including without limitation all of Assignor's interest in and to confirmations, divisions, renewals, extensions, reissues, continuations, continuations-in-part, substitutes, amendments and modifications (including reexamination amendments), certificates and utility models (all of the aforesaid patents, as well as any patent filing documents and records, inventions and improvements being hereinafter collectively referred to as the "Patents"); and so

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, Assignor hereby transfers and conveys over to Assignee, effective upon execution, the entire right, title and interest in, to and under the Patents and the Trademark to Assignee, who is a successor in interest to all that portion of Assignor's business associated with the Patents and the Trademark, to be held and enjoyed by Assignee in the United States and throughout the world, along with all causes of action for any and all past infringements or other violations of the rights being assigned, and the right to collect and retain any proceeds therefrom. This assignment shall bind the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

Assignor promises to do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents, assurances and things as Assignee may reasonably require from time to time for the purpose of giving effect to any of the provisions of this assignment.

Signature Page Follows

This assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this assignment by signing any such counterpart.

ASSIGNOR:

COLOR SPOT NURSERIES, INC.

By: Paul Russo

Name: PAUL RUSSO

Title: CEO

Date: August 17, 2018

ASSIGNEE:

ATC REALTY NINE, INC.

By: _____

Name: _____

Title: _____

Date: August _____, 2018

This assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this assignment by signing any such counterpart.

ASSIGNOR:

COLOR SPOT NURSERIES, INC.

By: _____

Name: _____

Title: _____

Date: August __, 2018

ASSIGNEE:

ATC REALTY NINE, INC.

By: Tibor G. Ban

Name: Tibor G. Ban

Title: Senior Vice President

Date: August 17, 2018

Signature Page to Patent and Trademark Assignment

TRADEMARK

REEL: 006445 FRAME: 0849

Schedule A

Mark: **COLOR SPOT & Design**

U. S. Reg. No.: 3573901

Registered: February 10, 2009

Schedule B

Patent Name:	U.S. Patent Number:	Expiration Date:
Antigonon plant named "Colvey"	PP12,800	02/01/2021
Photinia plant named "Colwillow"	PP12,187	03/06/2020
Photinia plant named "Colango"	PP11,510	08/05/2018
Photinia plant named "Colmont"	PP11,491	08/05/2018
Nandina plant named "Colemo"	PP11,453	10/02/2018
Crepe myrtle plant named "Bradberry's Wine"	PP20,926	11/21/2028