

02-12-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings

REC



S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102364212

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SIERRA FOREST PRODUCTS

2-10-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: ~~05/05/02~~ 05/05/2002

2. Name and address of receiving party(ies)

Name: SEQUOIA BARK SALES

Internal  
Address:

Street Address: 110 SIXTH STREET

City: ORANGE COVE State: CA Zip: 93646

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1362271  
~~1,072,981~~

0,898,068 0,726,139

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ralph Nasalroad

Internal Address:

Street Address: 110 SIXTH STREET

City: ORANGE COVE State: CA Zip: 93646

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

RALPH NASALROAD

Name of Person Signing

*Ralph Nasalroad*  
Signature

2/5/03  
FEBRUARY 5, 2003

Date

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

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

02/11/2003 ECDOPER 00000239 1362271

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

Pg 1

TRADEMARK  
REEL: 002669 FRAME: 0388

AGREEMENT, entered into this 15<sup>th</sup> day of MAY, 2002, by and between SIERRA FOREST PRODUCTS, a California Corporation, doing business at 9000 Road 234, Terra Bella, California, hereinafter referred to as "Seller" and RALPH NASALROAD, doing business as SEQUOIA BARK SALES, located at 110 Sixth St., Orange Cove, California, hereinafter referred to as "Buyer".

In consideration of the mutual promises set forth herein and in consideration of Ten Dollars (\$10.00) receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller hereby conveys to Buyer and Buyer agrees to purchase all of Seller's right, title and interest in the following trademarks, "WALK-ON-BARK", Registration Number 726,139 (U.S. Patent and Trademark Office); "TURF-N-TEE, Registration Number 898,068 (U.S. Patent and Trademark Office), and Chipmunk Logo, Registration Number 1,372,281 (U. S. Patent and Trademark Office).

2. Seller further hereby conveys to Buyer and Buyer agrees to purchase all of Seller's right, title and interest in the following products identified in certificate of registration for fertilizing materials issued by the State of California Department of Food and Agriculture dated February 2, 1994, as follows: Garden Humus Bark Compost, Sequoia Forest Humus (Forest Products), Sequoia Orchid Bark, Sequoia Orchid Bark 1/8 to 1/4, Sequoia Planting Mix (Forest Products); Sequoia Potting Soil (Forest Products, Pumice); Sequoia Redwood Mulch and Soil Conditioner (Forest Products); Sequoia Turf-N-Tee Dressing (Naturally Composted Forest Products); and Sequoia Walk-On Bark.

3. Seller makes no warranties concerning the aforementioned trademarks and product designations hereby conveyed to Buyer and Buyer agrees to purchase said trademarks and product designations "as is" from Sellers.

4. Buyer agrees that in the event that Buyer, or Buyer's family, should desire to sell the aforementioned trademarks or product designations to a third party, Buyer shall notify Seller in writing of any offer to purchase which offer is acceptable to Buyer. Seller shall have the right within 10 days of receipt of the notice to exercise its right of first refusal to purchase the trademarks or product designations from Buyer. Should Seller exercise its right it shall notify Buyer in writing within 10 days of its intent to match the terms and conditions of the proposed offer and complete the transaction within 30 days thereafter or within the time frame contemplated by the third party offer.

5. Buyer acknowledges that Seller manufactures and sells a product which is sold under the trade name of "Walk On Bark". Buyer agrees that Seller, and Seller's assigns and successors shall have authority to continue to manufacture and sell said product "Walk On Bark" provided the basic quality and ingredients of said product are consistent with the quality and ingredients which Seller manufactures as of the date of this Agreement.

6. This agreement shall be binding upon the parties hereto, their heirs, assigns, or successors.

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7. In notice required to be given under this Agreement may be given by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed communicated as of three business days from mailing. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph.

To: Sierra Forest Products, 9000 Road 234, Terra Bella, California 93270, Attention: Kent Duysen, President.

To: Ralph Nasaroad, 110 Sixth Street, Orange Cove, California 93646.

8. Buyer shall be responsible for all attorneys fees and costs incurred in the creation of this Agreement.

9. Both parties agree to execute such documents and instruments as shall be needed to effectuate the change of ownership of the trademarks and designated products to Buyer with the appropriate federal or state agency.

Executed on the date set forth herein above in Terra Bella, California.

BUYER:

  
RALPH NASALROAD

SELLER:

  
SIERRA FOREST PRODUCTS  
By KENT DUYSEN, PRESIDENT.

PS 3

REGISTRATION #  
0,898, 068  
"TURF-N-TEE"

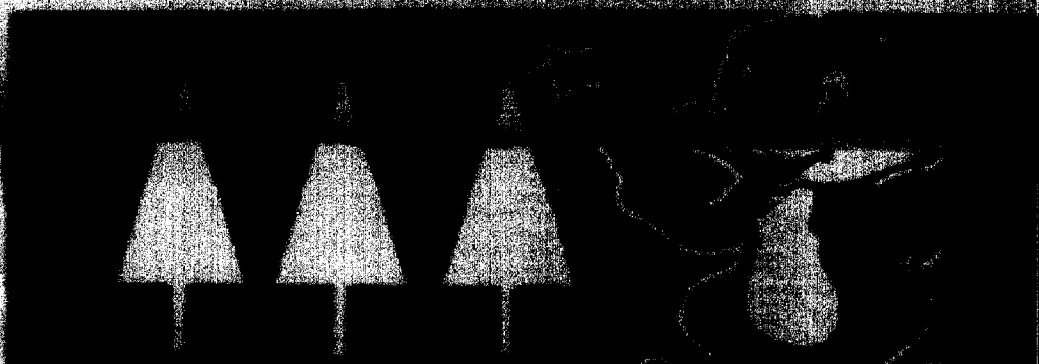


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Pg. 6

REGISTRATION # 0,726,139  
"WALK-ON-BARK"

# BARA



WALK-ON-BARK

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P3.6

TRADEMARK  
REEL: 002669 FRAME: 0392

REGISTRATION #

~~322728~~

1362271

"CHIPMUNK LOGO"



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