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FORM PTO-1595 (modified)

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PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

memo 7-24-00

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

1. Name of conveying party:  
DAVID ZANE JOHNSON

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

2. Name and address of receiving parties:

Name: FARMSTEAD NURSERY INC.  
Address: 1608 BALTIMORE ROAD  
City: EAST BEND  
State: NORTH CAROLINA  
Zip: 27108

Name: SHOUSE NURSERY  
Address: 3621 REYNOLDA ROAD  
City: WINSTON-SALEM  
State: NORTH CAROLINA  
Zip: 27106

Additional name(s) and address(es) attached? No

JC542 U.S. PTO  
09/624466  
07/24/00

3. Nature of conveyance: ASSIGNMENT

Execution date: JUNE 26, 2000

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

If this document is being filed together with a new application, the execution date of the application is: JULY 24, 2000.

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

Name: CATHERINE ANNE WHEALY

Address: 1513 MELODY LANE

City: ROANOKE

State: TEXAS

Zip: 76262

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41)..... \$40.00

Enclosed  
 Authorized to be charge to deposit account

8. Deposit account number: None  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

CATHERINE ANNE WHEALY, Reg. No. 39,419  
Name of Person Signing

*Catherine Anne Whealy*  
Signature

JULY 24, 2000  
Date

40 of 40 Number of pages including cover sheet, attachments, and document: 2

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

PATENT  
REEL: 010965 FRAME: 0872

**ASSIGNMENT**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, **DAVID ZANE JOHNSON** (the "Assignor"), does hereby:

**SELL, ASSIGN AND TRANSFER TO FARMSTEAD NURSERY INC.**, (an "Assignee") having a place of business at **1608 Baltimore Road, East Bend, North Carolina**, and **SHOUSE NURSERY** (an "Assignee") having a place of business at **3621 Reynolda Road, Winston-Salem, North Carolina**, the entire right, title and interest for the United States, its territories and possessions, in and to any and all improvements which are disclosed in the application for United States Letters Patent filed concurrently herewith and is titled **PETUNIA PLANT NAMED 'WHITE SPICE'**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States on any of such improvements, all original and reissued patents which have been or shall be issued in the United States on such improvements, and specifically including the right to claim priority based on such application in the United States;

**AUTHORIZE AND REQUEST** the issuing authority to issue any and all United States patents granted on such improvements to the Assignee;

**WARRANT AND COVENANT** that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

**COVENANT**, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

**TO BE BINDING** on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Inventor's Signature: *David Zane Johnson*  
Name: **DAVID ZANE JOHNSON**

Date: 6-26-00

Place: Winston-Salem, N.C.

Before me, on this 26 th day of June, 2000, personally appeared **DAVID ZANE JOHNSON**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

*Michael B Tuttle*  
Notary

SEAL:

