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Form PTO-1595 (Rev. 03/01)

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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

Van Well Nursery, Inc.

9-15-03

2. Name and address of receiving party(ies)

Name: Nursery Licensing Association, LLC

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Assignment of Claims for Patent Infringement

Execution Date: 9/5/2003

Street Address: 1218 Third Avenue

Suite 1522 Seattle Tower

City: Seattle State: WA Zip: 98101

Additional name(s) & address(es) attached? Yes No

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:

A. Patent Application No.(s)

B. Patent No.(s) PP10,141

Additional numbers attached? Yes No

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

Name: Patrick H. Ballew

Internal Address:

Nursery Licensing Association, LLC

Street Address: 213 South 12th Avenue

City: Yakima State: WA Zip: 98902

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0269

2003 SEP 15 AM 7:16 OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Patrick H. Ballew

Name of Person Signing

Signature

9/10/2003

Date

Total number of pages including cover sheet, attachments, and documents: 3

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

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ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF PLANT PATENT

This Assignment of Claims for Infringement of Plant Patent (Agreement) is made this 5 day of September, 2003, by and between the Nursery Licensing Association, LLC, a Washington state limited liability company principally located in Seattle, Washington (NLA) and the undersigned (Nursery).

1. Nursery warrants and represents that the Nursery is the exclusive licensee for owner of all right title and interest in the following United States Plant Patent:

Title	Patent No.	Issue Date
Apple Tree 'Fuji 216'	PP10,141	Dec. 9, 1997

Inventor(s): Grady Auvil of Orondo, Washington
 Assignee: Auvil Fruit Company, Inc.
 U.S. Master Licensee: Van Well Nursery, Inc.

2. Nursery, in consideration for the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, hereby exclusively assigns to the NLA all right, title, and interest to enforce any past, present, or future state or federal tort claims for infringement, conversion, theft, misappropriation of trade secrets, unfair business practices, or any other non-contract claims against any third party that arise from or relate to the above identified Plant Patent, including all tort claims that can be brought after expiration of the Plant Patent for actions which occurred during the enforceable term of the Plant Patent. All such claims will be hereinafter referred to as "Plant Patent Enforcement Rights." Nursery retains ownership of all agreement or contract claims, express and implied, related to the Plant Patent, and such claims are not part of the Plant Patent Enforcement Rights.

3. In the event that Nursery terminates a Plant Patent license agreement or contract, and the terminated licensee subsequently infringes the Plant Patent, NLA has the first option to enforce any tort claim for infringement of the Plant Patent. The NLA may decline any such claim at its discretion, or in the event that NLA is not able to pursue said claim in a reasonable period of time under the circumstances of the case. Ownership of a declined claim reverts back to the Nursery.

4. Nursery hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignment of rights under this Agreement.

5. Nursery further covenants that it will fully cooperate in the enforcement of any claims asserted by the NLA and that the Nursery will, upon NLA's request, promptly provide NLA with all pertinent facts and documents relating to the plant variety described and claimed in the Plant Patent, the Plant Patent Enforcement Rights, and the Plant Patent itself, as may be known and accessible to Nursery, and that Nursery agrees that its owners, employees, and agents will testify as to the same in any litigation or arbitration, or any other enforcement proceeding related thereto, that Nursery will promptly execute and deliver to the NLA, or the NLA's legal representatives, any and all papers, instruments or affidavits required by the NLA while pursuing any claims related to the Plant Patent Enforcement Rights, or which may otherwise be necessary or desirable to carry out the purposes thereof.

Nursery:
 Van Well Nursery, Inc., a Washington State Corporation

STATE OF [*WASHINGTON])
 : ss
 County of Douglas)

By: [Signature]
 Pete Van Well
 Its: President

On this 8 day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pete Van Well to me known to be the President of Van Well Nursery, Inc., and acknowledged the said instrument to be the free and voluntary act and deed of Van Well Nursery, Inc. for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.



[Signature] M. Van Well
 NOTARY PUBLIC in and for the State of Washington
 Residing at Douglas County
 My Commission Expires: 2/15/05