

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Patent Infringement Claims
CONVEYING PARTY DATA	
Name	Execution Date
Nourse Farms, Inc.	04/08/2004
RECEIVING PARTY DATA	
Name:	National Licensing Association-US L,L,C
Street Address:	1411 Fourth Avenue, Suite 850
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	PP10402
CORRESPONDENCE DATA	
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Total Attachments: 1 source=Darselect_Assign#page1.tif	

CH \$40.00 PP10402

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REEL: 014734 FRAME: 0293

ASSIGNMENT OF CLAIMS FOR INFRINGEMENT OF PLANT PATENT

This Assignment of Claims for Infringement of Plant Patent (Agreement) is made this 5th day of APRIL, 2004, by and between the National Licensing Association-US 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 master licensee in the United States of all right title and interest in the following United States Plant Patent:

Title	Patent No.	Issue Date
Strawberry plant variety named 'Darselect'	PP10,402	May 19, 1998

Inventor: Robert Hureau

Assignee: Societe Civile Darbonne

Master Exclusive Licensee: Nourse Farms, 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, but only when said claims arise in conjunction with other plant patent or trademark claims against the same or related parties. 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:

Nourse Farms, Inc.

By Tim Nourse
Tim Nourse, President

STATE OF MASSACHUSETTS)
County of Franklin)

On this 8th day of April, 2004, before me, the undersigned, a Notary Public in and for the State of Massachusetts, duly commissioned and sworn, personally appeared Tim Nourse to me known to be the President of Nourse Farms, Inc. and acknowledged the said instrument to be the free and voluntary act and deed of Nourse Farms, Inc., for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year first above written.

Virginia C. Allie
NOTARY PUBLIC in and for the State of Massachusetts
Residing at Whately, MA
My Commission Expires: Jan 22 2010

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RECORDED: 06/16/2004

REEL: 014734 FRAME: 0294