

01-06-2004

12-18-03



102640238

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof

1. Name of Conveying Part(ies):

John K. Slaughter  
Timothy J. Gerdtz

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

2. Name and address of receiving party(ies):

Name: The Burchell Nursery, Inc.

Internal Address: \_\_\_\_\_

Street Address: 12000 Highway 120

City: Oakdale State: CA Zip: 95361

Additional names(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Security Agreement  
☐ Merger ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 17, 2003

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: December 17, 2003

A. Patent Application No.(s):

10742234

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

Additional numbers attached: ☐ Yes ☒ No

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

Name: George G. Grigel

Internal Address: Wells St. John P.S.

Street Address: 601 W. First Avenue, Ste. 1300

City: Spokane State: WA Zip: 99201-3828

6. Total number of applications and patents involved. . . . . 1

7. Total fee (37 CFR 3.41). . . . . \$ 40

☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number  
23-0925

(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.

George G. Grigel

Name of Person Signing

[Signature]  
Signature

12/18/03  
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 4

OMB No. 0651-0011 (exp. 9/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

MAIL STOP ASSIGNMENTS  
P.O. Box 1450  
WASHINGTON, D.C. 22213-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

12/30/2003 SSITHIR1 00000045 10742234

01 FC:8021

40.00 DP

BU221044\AS2

EV 318283053

G:\PAT-US\AS-14

PATENT

REEL: 014843 FRAME: 0225

**ASSIGNMENT****PARTIES TO THE ASSIGNMENT:****INVENTORS:**

John K. Slaughter, 677 W. Los Altos, Clovis, CA 93612

Timothy J. Gerds, 2751 - 20<sup>th</sup> Avenue, Kingsburg, CA 93931

**ASSIGNEE:**

The Burchell Nursery, Inc.  
Corporation of the State of California  
12000 Highway 120  
Oakdale, CA 95361

**BACKGROUND OF THIS ASSIGNMENT:**

Inventors have conceived certain new and useful inventions disclosed in a United States patent application titled **Nectarine Tree, 'BURNECTFIFTEEN'**.

THE BURCHELL NURSERY, INC. (hereinafter referred to as "ASSIGNEE") desires to acquire the entire right, title and interest in said inventions and with respect to any Letters Patent that may be granted with respect to the inventions in both the United States and in all foreign countries.

**THE PARTIES AGREE AS FOLLOWS:**

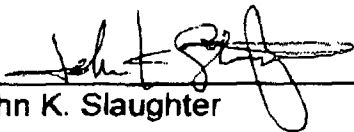
In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, INVENTORS have sold, assigned and transferred to ASSIGNEE the full and exclusive right to said inventions in the United States and in all foreign countries.

INVENTORS do hereby sell, assign and transfer to ASSIGNEE the entire right, title and interest in the above-identified inventions and application and to any reissues, renewals, divisions or continuations of the application thereof, and hereby authorizes the Commissioner of Patents and Trademarks to issue such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors or assigns.

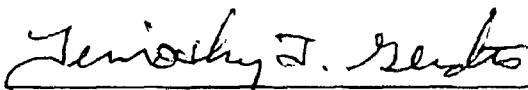
INVENTORS further agree to execute, at the request and expense of ASSIGNEE such other formal documents as may be required to fully convey the interest transferred herein and will similarly execute any applications papers required for the filing of any division, continuation or reissue of the patent application or resulting Letters Patent; and will generally do everything necessary or desirable to obtain and enforce proper protection for the inventions assigned hereby.

INVENTORS further assign to ASSIGNEE the whole right, title and interest in the inventions disclosed in the application throughout all countries foreign to the United States. ASSIGNEE is hereby authorized to apply for patents relating to the inventions in its own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the inventions under the Patent Cooperation Treaty; and to file and prosecute applications relating to the inventions under the European Patent Convention. INVENTORS agree to execute applications relating to the inventions in those countries and under those conventions where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting Letters Patent to ASSIGNEE as well as all other necessary papers in relation to such applications and Letters Patent.

Signed at Fowler, CA, on Dec, 17, 2003.  
[City] [State]

  
John K. Slaughter

Signed at Fowler, Ca, on Dec 17, 2003.  
[City] [State]

  
Timothy J. Gerds