

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Incorrect Serial Number 13385902 previously recorded on Reel 028570 Frame 0586. Assignor(s) hereby confirms the Assignment.										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David M. Brazelton</td> <td>02/22/2012</td> </tr> <tr> <td>Adam L. Wagner</td> <td>03/02/2012</td> </tr> </tbody> </table>		Name	Execution Date	David M. Brazelton	02/22/2012	Adam L. Wagner	03/02/2012				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Fall Creek Farm and Nursery, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>39318 Jasper-Lowell Road</td> </tr> <tr> <td>City:</td> <td>Lowell</td> </tr> <tr> <td>State/Country:</td> <td>OREGON</td> </tr> <tr> <td>Postal Code:</td> <td>97452</td> </tr> </table>		Name:	Fall Creek Farm and Nursery, Inc.	Street Address:	39318 Jasper-Lowell Road	City:	Lowell	State/Country:	OREGON	Postal Code:	97452
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (415)276-6599</p> <p>Phone: (415)276-6518</p> <p>Email: SF-PATENTS@dwt.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Davis Wright Tremaine LLP</p> <p>Address Line 1: 505 Montgomery Street</p> <p>Address Line 2: Suite 800</p> <p>Address Line 4: San Francisco, CALIFORNIA 94111</p>											
ATTORNEY DOCKET NUMBER:	0093635-015US0										
NAME OF SUBMITTER:	Dale C. Hunt										

CH \$40.00 13385903

Total Attachments: 6

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PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
David M. Brazelton	02/22/2012
Adam L. Wagner	03/02/2012

RECEIVING PARTY DATA

Name:	Fall Creek Farm and Nursery, Inc.
Street Address:	39318 Jasper-Lowell Road
City:	Lowell
State/Country:	OREGON
Postal Code:	97452

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13385902

CORRESPONDENCE DATA

Fax Number: (415)276-6599
Phone: (415)276-6518

PATENT**REEL: 028604 FRAME: 0387**

Email: sf-patents@dwt.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: David Wright Tremaine LLP
Address Line 1: 505 Montgomery Street, Suite 800
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 0093635-015US0

NAME OF SUBMITTER: Dale C. Hunt

Signature: /Dale C. Hunt, Reg. No. 41,857/

Date: 07/17/2012

Total Attachments: 4

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RECEIPT INFORMATION

EPAS ID: PAT2028946
Receipt Date: 07/17/2012
Fee Amount: \$40

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ASSIGNMENT

WHEREAS WE, David M. Brazelton, a citizen of the United States, residing at 39938 McKenzie Highway, Walterville, Oregon 97489, and Adam L. Wagner, a citizen of the United States, residing at 635 Hamilton Ave, Eugene, Oregon, 97404, hereinafter referred to as ASSIGNORS, have invented certain new and useful improvements in a "BLUEBERRY PLANT NAMED 'TOP SHELF'," the specification of which is filed herewith (the "Application"), and the inventors of which are David M. Brazelton and Adam L. Wagner; and

WHEREAS, Fall Creek Farm and Nursery, Inc., an Oregon Corporation, with a principal place of business at 39318 Jasper-Lowell Road, Lowell, Oregon, 97452, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNORS hereby declares and confirms that on the date of the Application he did sell, assign, transfer and set over and hereby does sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in the Application and all provisional applications relating thereto, as well as any improvements made thereto, including any utility (non-provisional) application(s) claiming priority thereto that have been or may hereafter be filed, such filings including divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said improvements in any country together with the right to file such applications and the right to claim for the same the priority rights derived from said registration/application under the local patent laws, of the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which maybe granted for said improvements in any country and all extensions, renewals and reissues thereof;

ASSIGNORS also hereby declares and confirms that he did sell, assign, transfer and set over and hereby does sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in any PCT or international application filed for the same invention in, to and under the said improvements in any country or countries foreign to the United States, and all

applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

AND ASSIGNORS HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents and other evidence or forms of industrial property protection on registrations/applications as aforesaid, to the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

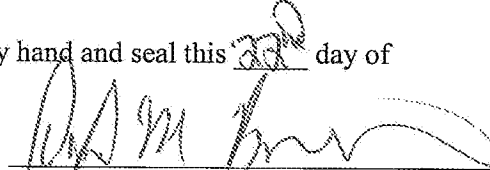
AND ASSIGNORS HEREBY covenants and agrees that he has full right to convey the entire interest herein assigned, and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

AND ASSIGNORS HEREBY declares that he did sell, assign, transfer, and convey and hereby does sell, assign, transfer and convey unto ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of the assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.


AND ASSIGNORS DOES HEREBY covenant and agree that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, all pertinent facts and documents relating to said improvements and to said applications, said invention and said Letters Patent as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for obtain, maintain and enforce said applications, including all divisional, continuing and reissue applications, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof. ASSIGNORS also agrees to make all rightful oaths and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. or (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses.

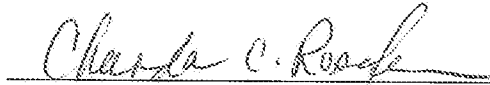
(1) IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20th day of February, 2017



David M. Brazelton

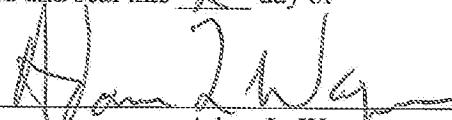


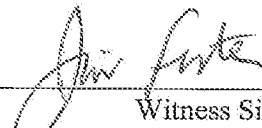
Witness Signature



Witness Signature

(1) IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2 day of
March, 2012


Adam L. Wagner


Witness Signature


Witness Signature