

02-16-1999



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BOX ASSIGNMENT - FEE
Assistant Commissioner for
Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

FEB 4

2.4.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 100837337
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # [] Frame # []

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year []
- Merger
- Change of Name
- Other []

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Tri-Union Seafoods, LLC

09/01/98

Formerly Tri-Union International, Inc.

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization CA

Receiving Party

Mark if additional names of receiving parties attached

Name Tri-Marine International Inc.

DBA/AKA/TA Tri-Marine Fish Company

Composed of []

Address (line 1) 150 W. Seventh Street

Address (line 2) Suite 205

Address (line 3) San Pedro

California

90731

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other []
- Citizenship/State of Incorporation/Organization CA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 1856 FRAME: 0217

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/280,736"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account Previously submitted

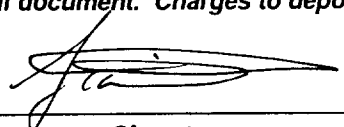
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

John C. Wilson, Esq.  February 3, 1999

Name of Person Signing Signature Date Signed

09-24-1998



100837337

Austin
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Irvine
Los Angeles
San Antonio



09-03-1998

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #26

201 California Street, 14th Floor
San Francisco, California 94111-5002

telephone 415.912.3600
facsimile 415.912.3636

San Diego
San Francisco
Washington, D.C.
Woodland Hills
Affiliated Offices
Brussels, Belgium
Geneva, Switzerland

September 3, 1998

VIA EXPRESS MAIL

Assistant Commissioner for Trademarks
United States Patent and Trademark Office
BOX ASSIGNMENT - FEE
2900 Crystal Drive
Arlington, VA 22202-3513

9-3-98

Re: Trademark Assignment
Assignor: Tri-Union Seafoods, LLC
Assignee: Tri-Marine International, Inc.
Application Serial No.: 75/280,736

Dear Sir or Madam:

Enclosed please find original and one (2) copies of **TRADEMARK ASSIGNMENT** in regards to the above-referenced mark. Please stamp and return the enclosed postcard as an indication that you have received this document. A check made payable to Patent and Trademark Office in the amount of \$40.00 to cover the filing fee is enclosed. Any additional fees pertaining to the above should be charged to our Deposit Account No. 01-2520.

Thank you for your assistance in this matter. Please direct any questions to Jayne A. Peeters or Susan Hollander of this office.

Sincerely,

ARTER & HADDEN, LLP

Anna Pasynkova
Anna Pasynkova
Secretary

Enclosures

09/22/1998 DMGUYEN 00000222 012520 75280736
01 FC:481 40.00 DP
02 FC:482 25.00 GN



D

09-03-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

TRADEMARK ASSIGNMENT

WHEREAS, Tri-Union Seafoods, LLC, a California Limited Liability Company, doing business as Chicken of the Sea International ("Assignor"), successor-in-interest by merger to Tri-Union International, LLC, with its principal place of business at 4510 Executive Drive, Suite 300, San Diego, California 92121-3029, has adopted, used and owns the trademark consisting of the design of a fish and waves (the "Mark") for fish in International Class 29; and,

WHEREAS, Assignor has applied to register the Mark on the Principal Register of the United States Patent and Trademark Office, for the above-described goods, Trademark Application Serial No. 75/280,736 (the "Application"), filed on April 24, 1997; and

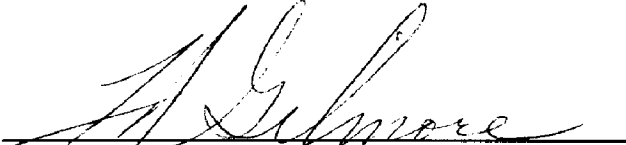
WHEREAS, Tri-Marine International Inc., doing business as Tri-Marine Fish Company, a California Corporation, with its principal place of business at 150 W. Seventh Street, Suite 205, San Pedro, California 90731, desires to acquire the Mark and the pending Application;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Mark to Assignee as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Mark, including all common law rights, together with all of the goodwill associated with and/or symbolized by the Mark.
2. Assignor hereby assigns to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Mark, or injury to the goodwill associated with the Mark, as well as the rights to sue for and recover the Mark in Assignee's own name.
3. Assignor represents and warrants that it will cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Mark, including United States

and foreign registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

TRI-UNION SEAFOODS, LLC,
successor-in-interest by merger to
TRI-UNION INTERNATIONAL, LLC

By: 
Name: THOMAS J. GILMORE
Title: Secretary

NOTARY SEAL

On this 1st day of September , 1998, personally appeared Thomas J. Gilmore, to me known, and known to me to be an Officer or Director of Tri-Union Seafoods, LLC, the assignor above named, and acknowledged that he/she executed the foregoing Trademark Assignment on behalf of said assignor and pursuant to authority duly received.


Notary Public



09-03-1998

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #26

TRADEMARK ASSIGNMENT

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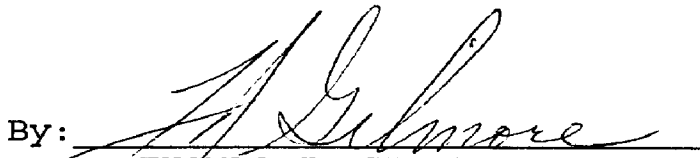
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3. Assignor represents and warrants that it will cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Mark, including United States

**TRADEMARK
REEL: 1856 FRAME: 0222**

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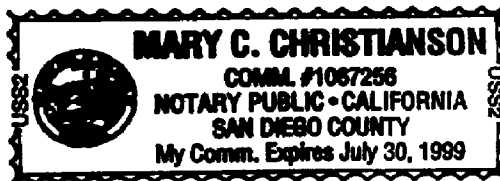
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successor-in-interest by merger to
TRI-UNION INTERNATIONAL, LLC

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Title: Secretary

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