FORM PTO-1618A

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06-06-2000

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



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Other Other	Limited Partnership X Corporation Association
XX Citizenship/State of Incorporation/Organizat	ion of the State of
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Name Tri-Union Seafoods, LL	ıC
DBA/AKATA Chicken of the Sea Int	ernational
Composed of	
Address (line 1) 4510 Executive Drive	
Address (line 2) Suite 3(1)	
Address (line 3) San Diego	('alifornia 92121
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Trademark Approx		1,230,121	,234,767	
		1,155,773	,297,866	
		385,696	,570,015	
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Signature

Statement and Signature

Amelia J. Deller

indicated herein.

Name of Person Signing

TRADEMARK REEL: 002083 FRAME: 0991

May 11, 2000

Date Signed

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made effective as of the date specified below, by and between CI Seafoods, Inc., a Delaware corporation, with its principal place of business at Corporate Campus East, 3055 112th Avenue NE, Suite 110, Bellevue, Washington 98004 ("Assignor"), and Tri-Union Seafoods, LLC, a limited liability company of California. with its principal place of business at 4510 Executive Drive, Suite 300, San Diego, California 92121 ("Assignee").

WHEREAS, Assignor to the owner of the entire right, title and interest in and to the trademarks set forth in Appendix A ("the Trademarks"), the goodwill of the business associated therewith and the United States registrations therefor;

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Trademarks, the goodwill of the business associated therewith, and the United States registrations therefor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Trademarks 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 Trademarks, including all common law rights. together with all of the goodwill associated with and/or symbolized by the Trademarks.
- 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 Trademarks, or injury to the goodwill associated with the Trademarks, as well as the rights to sue for and recover the Trademarks 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 Trademarks, including United States and foreign registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties. Any costs incurred by the Assignor as part of their cooperation with the Assignee shall be reimbursed by the Assignee.

CI SEAFOODS, INC.

Date: 3/30/00

Name: RYUICHI SHIMIZU

Title: CHAIRMAN & JECRETARY

80386

NOTARY SEAL

On this 30 day of March, 2000, personally appeared Ryvichi Shimuly to me known, and known to me to be an Officer or Director of CI Seafoods, Inc,., 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.

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Notary Public

80386

TRADEMARK REEL: 002083 FRAME: 0993

APPENDIX A

<u>Mark</u>	Registration No.	Registration Date
PACIFIC PEARL (stylized letters)	1,230,121	3/8/83
PACIFIC PEARL	1,155,773	5/26/81
PACIFIC PEARL (stylized letters)	385,696	3/11/41
JONAH	1,234,767	4/12/83
COLD BAY	1,297,866	9/25/84
PERLA PACIFICA	1,570,015	12/5/89

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