

01-24-2001



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U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

JAN 8 2001

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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 #
- 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

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

REEL: 002217 FRAME: 0974

Domestic Representative Name and Address

Enter for the first Receiving Party only.

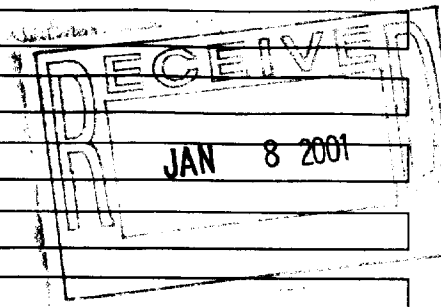
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

650-812-1300

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1487007"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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

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.

Jennifer S. Fryhling

Name of Person Signing

A handwritten signature in black ink, appearing to read "Jennifer S. Fryhling". The signature is written over a horizontal line.

Signature

January 4, 2001

Date Signed

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made effective as of the date specified below, by and between Sea Star Seafood Corporation, a Massachusetts Corporation, with its principal place of business at 5 Kuniholm Drive, Holliston, Massachusetts 01746 ("Assignor"), and Tri-Marine International Inc., a California Corporation, with its principal place of business at 150 W. Seventh Street, Suite 205, San Pedro, California 90731 ("Assignee").

WHEREAS, Assignor has adopted, used and owns the trademark OCEAN NATURALS (the "Mark") on or in connection with fresh and frozen fish and shellfish and surimi seafood;

WHEREAS, Assignor has obtained a registration for the Mark on the Principal Register of the United States Patent and Trademark Office, for the above-identified goods in International Class 29, Certificate of Registration No. 1,487,007, issued on May 3, 1988 (the "Registration"), a true and correct copy of which is attached hereto as Exhibit A; and


WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Mark and the Registration, including all of the goodwill associated with and symbolized by the Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Mark and Registration 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 and Registration, 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.

SEA STAR SEAFOOD CORPORATION

Date: 12/28/00

By: 
 Print Name: JAMES R FARO
 Title: President

NOTARY SEAL

On this 28th day of December, 2000, personally appeared James F. Fara to me known, and known to me to be an Officer or Director of Sea Star Seafood Corporation, the Assignor above named, and acknowledged that he executed the foregoing Trademark Assignment on behalf of said Assignor and pursuant to authority duly received.

Andi Mann

Notary Public

MY COMMISSION EXPIRES
JANUARY 12 2001

