

FORM PTO-1594  
(Rev. 8-93)RECORDATION FORM COVER SHEET  
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Bumble Bee Seafoods, Inc.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-Delaware  
☐ Other \_\_\_\_\_

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

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

Name: Bumble Bee Holdings, L.P.

Internal Address:

Street Address: 9655 Granite Ridge Drive, Suite 100City: San Diego State: CA ZIP: 92123

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☒ Limited Partnership: Delaware  
☐ Corporation State \_\_\_\_\_  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & addresses attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other Asset Purchase Agreement

Execution Date: April 2, 2003

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

581,074

Additional numbers attached? ? ☐ Yes ☒ No

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

Name: John M. Kim, Esq.Street Address: Gray Cary Ware & Freidenrich LLP  
4365 Executive Drive, Suite 1100City: San Diego State: CA ZIP: 92037Phone No.: 858-638-6859 Fax No.: 858-677-1477

## 6. Total number of applications and registrations involved:.....

1

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

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

07-1895

(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.

John M. Kim

Name of Person Signing



Signature

12/10/03

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK

700047805

REEL: 002730 FRAME: 0416

CH \$40.00 071895 0581074

**ASSET PURCHASE AGREEMENT**

AGREEMENT, dated as of April 2, 2003 (the "Agreement"), by and among **BUMBLE BEE HOLDINGS, L.P.**, Delaware limited partnership ("Bumble Bee Acquisition"), **BUMBLE BEE SEAFOODS, INC.**, a Delaware corporation (the "Company"), **BUMBLE BEE INTERNATIONAL, INC.**, a Delaware corporation ("Bumble Bee International"), **CANADIAN SEAFOODS ACQUISITION CORP.**, a Delaware corporation ("Canadian Seafoods"), **COMMERCE DISTRIBUTING COMPANY**, a Delaware corporation ("Commerce Distributing"), **SANTA FE SPRINGS HOLDING CO.**, a Delaware corporation ("SFSH"), **CLOVER LEAF SEAFOODS, INC.**, a Canadian corporation ("Clover Leaf"), and collectively with the Company, Bumble Bee International, Canadian Seafoods, Commerce Distributing and SFSH, the "Seller Parties", and each, a "Seller Party"), **CONAGRA GROCERY PRODUCTS COMPANY**, a Delaware corporation ("ConAgra Grocery"), and **CONAGRA FOODS, INC.**, a Delaware corporation ("ConAgra").

**RECITALS:**

- (a) ConAgra Grocery is a wholly owned Subsidiary of ConAgra and the owner of all of the issued and outstanding capital stock of the Company;
- (b) The Company is the owner of all of the issued and outstanding capital stock of each of Bumble Bee International, Canadian Seafoods, Commerce Distributing, SFSH and Clover Leaf; and
- (c) The Seller Parties desire to sell, and Bumble Bee Acquisition desires to acquire, directly or through one or more Affiliates designated in writing by Bumble Bee Acquisition (such Affiliates, collectively with Bumble Bee Acquisition, "Buyer"), the Purchased Assets and assume the Assumed Liabilities (in each case, as defined below).

<u>Term</u>	<u>Section</u>
Supply Agreement .....	4.1.5
Surveys.....	4.2.17
Tax .....	7.9.5
Tax Claim .....	13.9
Tax Return .....	7.9.5
Termination Date .....	11.1(b)
Title Commitments .....	4.2.17
Total Capital Requirement.....	10.2(c)
Transaction Expenses .....	14.3
Transfer Taxes .....	13.1
Transferred Employee.....	6.1
Transition Services Agreement.....	4.1.6
Transition Trademark License .....	4.1.9
2001 Statements.....	7.7(a)

2. Purchase and Sale of Seller Parties' Assets; Liabilities Assumed.

2.1 Purchase and Sale of Assets.

2.1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, at the Effective Time, the Seller Parties (and ConAgra and its Affiliates with respect to the Business Contracts only) shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each Seller Party (and ConAgra and its Affiliates with respect to the Business Contracts only), the Purchased Assets, free and

to provide services pursuant to the Transition Services Agreement during the term thereof;

- (viii) All Purchased Accounts Receivable;
- (ix) All bank accounts and lock boxes used exclusively by the Business to the extent transferable (the "Business Bank Accounts and Lock Boxes");
- (x) All sales data, customer lists, information relating to customers, suppliers' names, mailing lists, and, if any, advertising matter and all rights thereto primarily and to the extent relating to the Business or the Purchased Assets;
- (xi) All Intellectual Property Rights owned, licensed or used by any Seller Party primarily in connection with the Business (including corporate names) (other than the Louis Kemp Intellectual Property Rights, the Retained Intellectual Property and the Libby's trademark ), and any goodwill associated therewith, including all of the Seller Parties' rights therein in any location in the United States or in any foreign country, subject to (i) the rights and obligations acquired by Buyer and provided to ConAgra Grocery and its Affiliates pursuant to the Bumble Bee Trademark License, and (ii) rights retained by ConAgra Grocery and its Affiliates and provided to Buyer pursuant to the Transition Trademark License or the Libby's Sublicense;
- (xii) Subject to the other terms and conditions of this Agreement, all of

Spain	BUMBLE BEE (& DESIGN)	1917558
Suriname	BUMBLE BEE	17376
Suriname	BUMBLE BEE (& SINGLE BEE DESIGN)	9774
Sweden	BUMBLE BEE	149739
Switzerland	BUMBLE BEE	P266635
Switzerland	FIGARO	424148
Switzerland	FIGARO	P266636
Thailand	BUMBLE BEE	KOR41992
Thailand	FIGARO	KOR25849
Ukraine	BUMBLE BEE	UA2001031511
United Kingdom	BUMBLE BEE	627746
United Kingdom	FIGARO	1320778
United Kingdom	FIGARO	1262184
United States	100 YEARS (& DESIGN)	2,457,965
United States	BUMBLE BEE (& SINGLE BEE DESIGN)	1,010,513
United States	COMMERCE (& SHIP DESIGN)	0,113,231
United States	CORAL (STYLIZED)	0,557,331
United States	DE JEAN'S	0,938,168*
United States	DESIGN ONLY (BEE DESIGN)	0,581,074
United States	DESIGN ONLY (CAT & FIDDLE DESIGN)	1,576,676
United States	EASY SHREDS	2,112,382
United States	ENTERPRISE	1,805,462
United States	FAT FREE TUNA SALAD (& DESIGN)	2,356,130
United States	FIGARO	0,717,277
United States	FREE (& BEE DESIGN)	2,333,848
United States	FUN (& BEE DESIGN)	2,330,314
United States	FUN ORIGINAL RECIPE TUNA SALAD MIXED & READY TO EAT WITH 6 CRACKERS & DESIGN	2,356,129
United States	GULF BELLE	1,162,943
United States	GULF BELLE	2,184,097
United States	GULF BELLE (& DESIGN)	0,686,427
United States	HARPOON (& DESIGN)	0,113,693
United States	HARRIS	1,268,088
United States	MARVELOUS (STYLIZED)	0,538,007
United States	OCEAN MASTER	1,484,454
United States	ORLEANS	2,262,099
United States	ORLEANS (& DESIGN)	0,667,858
United States	PRIME FILLET	76/482,954
United States	ROYAL REEF	1,553,895
United States	SEAFOOD SOLUTIONS	76/305,518
United States	TOUCH OF LEMON	76/482,953
United States	TUXEDO (STYLIZED)	0,555,078
Uruguay	BUMBLE BEE	324664

CountryMarkApp./Reg. #

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RECORDED: 10/10/2003

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