

06-13-2003

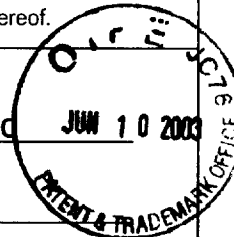
DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102472444

To the Honorable Commissioner of Patents and Trademarks

as or copy thereof.



1. Name of conveying party(ies):  
**L.M. Sandler & Sons, Inc.**

Individual                       Association

General Partnership       Limited Partnership

Corporation: VIRGINIA

Other: \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: Ocean to Ocean Seafood, LLC

Street Address: 904 Woods Road  
Cambridge, Maryland 21613

Individual(s) citizenship: \_\_\_\_\_

Association \_\_\_\_\_

General Partnership of: \_\_\_\_\_

Limited Partnership of: \_\_\_\_\_

Corporation: \_\_\_\_\_

Other: Limited Liability Company of DELAWARE

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) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger

Security Agreement       Change of Name

Other: \_\_\_\_\_

Execution Date: May 30, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

**76/252,918    76/328,458    76/328,468**  
**76/413,747    76/418,495**

B. Trademark Registration No.(s)

**1,877,779    1,878,767    1,991,101**  
**2,535,872    2,598,298**

Additional numbers attached  Yes  No

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

Name: Raymond Millien, Esq.

Internal Address: PIPER RUDNICK LLP

Street Address: 1200 Nineteenth Street, NW

City: Washington    State: DC                      ZIP: 20036

6. Total number of applications and registrations involved: ..... **10**

7. Total fee (37 C.F.R. § 3.41). . . . . \$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:  
501150

(Attach duplicate copy of this page if paying by deposit account)

06/12/2003 BYTME 00000274 76252918

01 FC 1521 40.00 OP  
02 FC 1522 225.00 OP

DO NOT USE THIS SPACE

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.*

Raymond Millien, Esq.                      [Signature]                      06/10/2003  
Name of Person Signing                      Signature                      Date

Total no. of pages incl. cover sheets, attachments, and document: 8

## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "**Agreement**"), is made and entered into on this 30th day of May, 2003 among Ocean to Ocean Seafood Sales, L.L.C., a Virginia limited liability company having its principal place of business at 448 Viking Drive, Suite 220, Virginia Beach, VA 23452 ("**Assignor**"), L.M. Sandler & Sons, Inc., a Virginia corporation having its principal place of business at 448 Viking Drive, Suite 220, Virginia Beach, VA 23452 ("**Assignor's Parent**"), and Ocean to Ocean Seafood, LLC, a Delaware limited liability company having its principal place of business at 904 Woods Road, Cambridge, MD 21613 ("**Assignee**").

**WHEREAS**, Assignor and Assignee entered into an Asset Purchase Agreement dated as of May 28, 2003 (the "**Purchase Agreement**") (unless otherwise specified, all other capitalized terms used herein are as defined in the Purchase Agreement); and

**WHEREAS**, pursuant to Section 2.1(g) of the Purchase Agreement, Assignor agreed, and Assignor agreed to cause Assignor's Parent, to assign and transfer to Assignee all of Assignor's and Assignor's Parent's respective right, title and interest in and to the Intellectual Property (to the extent the same are transferable); and

**NOW, THEREFORE**, in consideration of the mutual agreements of the parties set forth in the Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

1. **Assignment.** Each of Assignor and Assignor's Parent does hereby irrevocably assign, transfer and set over to Assignee, its successors and assigns, all of Assignor's and Assignor's Parent's respective right, title and interest in, to and under the Intellectual Property set forth on Exhibit A hereto (the "**Assigned Intellectual Property**"), together with the goodwill associated therewith, throughout the world, including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilutions. The foregoing assignment is made in connection with the purchase of an ongoing business by Assignee to which the Assigned Intellectual Property pertains.

2. **Successors and Assigns.** All of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, Assignor, Assignor's Parent, Assignee and their respective successors and assigns.

3. **No Effect on Purchase Agreement.** Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the

representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement. This Agreement is entered into and delivered pursuant to Section 8.3(o) of the Purchase Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall prevail.

4. **Further Assurances.** Assignor and Assignee shall, and shall cause each of their Affiliates (including, without limitation, Assignor's Parent in the case of Assignor) to, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other party, to vest in Assignee title to the Assigned Intellectual Property in accordance with this Agreement and the Purchase Agreement, and otherwise to confirm the rights and obligations of the parties hereunder and to consummate the transactions contemplated hereby.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

6. **Counterparts.** This Agreement may be signed in two counterparts, both of which, taken together, shall be deemed to constitute one Agreement.

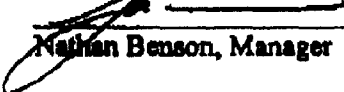
7. **Acknowledgement.** The undersigned, Ocean to Ocean Seafood, LLC, whose full post office address or principal place of business is 904 Woods Road, Cambridge, MD 21613 USA hereby accepts the above assignment and appoints PoulioutMercure whose full post office address is 1155 Rene-Levesque Boulevard West, 31<sup>st</sup> Floor, Montreal, Quebec, H3B 3S6 as the firm to which any notice in respect of the Canada trademarks reflected on Exhibit A (the "***Canada Trademarks***") may be sent and upon which service of any proceedings in respect to the Canada Trademarks may be given or served with the same effect as if it had been given to or served upon the assignee.

*[Signatures appear on next page]*

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be duly executed on the date first above written.


OCEAN TO OCEAN SEAFOOD SALES, L.L.C.

Kristin P. McKinnis

By:   
Nathan Benson, Manager

L.M. SANDLER & SONS, INC.

Kristin P. McKinnis

By:   
RAYMOND GOTTLIEB, ASST. SEC.

OCEAN TO OCEAN SEAFOOD, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Magnus Gustafsson, President

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be duly executed on the date first above written.

OCEAN TO OCEAN SEAFOOD SALES,  
L.L.C.

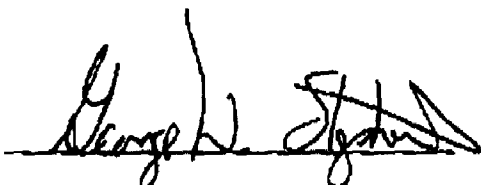
\_\_\_\_\_

By: \_\_\_\_\_  
Nathan Benson, Manager

L.M. SANDLER & SONS, INC.

\_\_\_\_\_

By: \_\_\_\_\_



OCEAN TO OCEAN SEAFOOD, LLC

By: \_\_\_\_\_  
Magnus Gustafsson, President

**Exhibit A**

Assigned Intellectual Property

**REGISTERED TRADEMARKS**

<b><u>Jurisdiction</u></b>	<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Date of Registration</u></b>
United States	SHRIMP IN A MINUTE	1991101	8/6/1996
United States	ASIAN TIGER CLASSIC	2598298	7/23/2002
United States	OCEAN TO OCEAN	2535872	2/5/2002
Canada	OCEAN TO OCEAN	TMA578454	3/27/2003
Canada	OCEAN TO OCEAN	TMA553766	11/14/2001
Mexico	OCEAN TO OCEAN	698645	5/18/2001
Canada	OCEAN TO OCEAN OCEAN CLASSIC design	TMA558354	2/22/2002
Canada	OCEAN TO OCEAN ARCTIC CLASSIC	TMA571294	11/26/2002
Canada	OCEAN TO OCEAN ATLANTIC CLASSIC	TMA577201	3/10/2003
Canada	OCEAN TO OCEAN SEAFOOD SALES design	TMA553762	11/14/2001
United States	GULF CLASSIC	1877779	2/7/1995
United States	BAHAMA CLASSIC	1878767	2/14/1995
Canada	DE MER EN MER	TMA553782	11/14/2001
Canada	OCEAN TO OCEAN GULF CLASSIC SEAFOOD	TMA553767	11/14/2001
Canada	OCEAN TO OCEAN ASIAN CLASSIC	TMA581140	5/9/2003

**UNREGISTERED TRADEMARKS**

<b><u>Jurisdiction</u></b>	<b><u>Trademark</u></b>	<b><u>Serial Number</u></b>	<b><u>Filing Date</u></b>
United States	ASIAN CLASSIC	76/328468	10/22/2001
Canada	ASIAN CLASSIC	1137870	4/18/2002
Mexico	ASIAN CLASSIC	542379	4/9/2002
United States	ASIAN CLASSIC	76/418495	6/6/2002
Canada	ASIAN CLASSIC	1161453	12/6/2002
United States	ARCTIC CLASSIC	76/328458	10/22/2001
Canada	ARCTIC CLASSIC	1137871	4/18/2002
Mexico	ARCTIC CLASSIC	543194	4/16/2002
Canada	BAGEL BUDDY	1121439	11/7/2001

**UNREGISTERED TRADEMARKS (CONTINUED)**

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
United States	OCEAN TO OCEAN STEAK HOUSE SHRIMP PEELED & CLEANED READY TO COOK	76/413747	5/28/2002
Canada	OCEAN TO OCEAN STEAK HOUSE SHRIMP & Design	1160413	11/27/2002

**COPYRIGHTS**

<u>Jurisdiction</u>	<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
	COOKED SHRIMP DESIGN		