

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Pacific Processors, Inc.		12/21/2004	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Cordova Holdings, LLC
Street Address:	4209 - 21st Avenue West, Suite 400
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98199
Entity Type:	limited liability company: WASHINGTON

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1693353	PINK PRIDE
Registration Number:	526920	RED PRIDE
Registration Number:	903137	ROYAL CUTLET
Registration Number:	893831	ROYAL PINK
Registration Number:	893830	ROYAL RED
Registration Number:	526921	SILVER PRIDE
Registration Number:	523962	SNO-TIME
Registration Number:	523963	SNO-TIP

CORRESPONDENCE DATA	
Fax Number:	(206)224-0779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206.682.8100
Email:	efiling@cojk.com
Correspondent Name:	James R. Uhlir
Address Line 1:	1420 Fifth Avenue, Suite 2800

CH \$215.00 1693353

Address Line 4: Seattle, WASHINGTON 98101-2347

NAME OF SUBMITTER: James R. Uhler

Signature: /jruhlir/

Date: 01/06/2005

Total Attachments: 3
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UNITED STATES TRADEMARK ASSIGNMENT

WHEREAS, North Pacific Processors, Inc., a Washington corporation having a place of business at 4 Nickerson Street, Suite 400, Seattle, Washington 98109 ("Assignor"), is the owner of certain rights associated with the trademarks (the "Marks"), trademark registrations (the "Registrations") and trademark applications (the "Applications") set forth as Exhibit A attached hereto; and

WHEREAS, Assignor and Cordova Holdings, LLC, a Washington limited liability company, having a place of business at 4209 - 21st Avenue, West, Suite 400, Seattle, Washington 98199 ("Assignee"), are parties to that certain Asset Purchase and Sale Agreement dated December 3, 2004 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor all Assignor's right, title, and interest in and to the Marks, the Registrations and the Applications; and

NOW, THEREFORE, in consideration of the sum of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt, sufficiency, and reasonably equivalent value of which are hereby mutually acknowledged, Assignor does hereby irrevocably sell, assign, transfer, and convey unto Assignee, its successors and assigns, the entire right, title, and interest of Assignor in and to: all right, title, and interest in and to: (a) the Marks; (b) the Applications; (c) the Registrations; (d) any and all common law rights held by Assignor in, to and under the Marks; (e) all goodwill of the business symbolized by the Marks; (f) any and all rights to royalties, profits, compensations, license fees, or other payments or remuneration of any kind relating to the Marks and/or the goodwill under the Marks; and (g) any and all claims or causes

EXHIBIT A

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
USA	Pink Pride	June 9, 1992	1,693,353
USA	Red Pride	June 27, 1950	526,920
USA	Royal Cutlet	November 24, 1970	903,137
USA	Royal Pink	June 30, 1970	893,831
USA	Royal Red	June 30, 1970	893,830
USA	Silver Pride	June 27, 1950	526,921
USA	Sno-Time	April 11, 1950	523,962
USA	Sno-Tip	April 11, 1950	523,963

Pending Trademark Applications

None.

Exhibit A