

11-18-2004

NOV 18 2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11/5/04 RECC. 102884179
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Southern Shrimp Alliance, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Florida

Execution Date(s) October 18, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wild American Shrimp, Inc.

Internal

Address: _____

Street Address: 820 Johnnie Dodds Blvd.

City: Mount Pleasant

State: South Carolina

Country: U.S.A. Zip: 29464

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 76539685;
76539686; 76539684

B. Trademark Registration No.(s)
N/A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
WILD AMERICAN; WILD CAUGHT AMERICAN; WILD AMERICAN CAUGHT

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

Name: Cecil E. Key

Internal Address: _____

Street Address: Dewey Ballantine LLP
1775 Pennsylvania Avenue, N.W.

City: Washington

State: D.C. Zip: 20006-4605

Phone Number: 202-862-4583

Fax Number: 202-862-1093

Email Address: ckey@dbllp.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Cecil E. Key
Signature

November 5, 2004
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/17/2004 ECOOPER 00000060 75639685

01 FC:8521
02 FC:8522

40.00 OP
50.00 DP

TRADEMARK
REEL: 003079 FRAME: 0907

ASSIGNMENT AGREEMENT

This agreement, effective as of the date of first signature below, is by and between Southern Shrimp Alliance, Inc., a Florida corporation having a place of business at 6631 Ridge Top Dr., New Port Richey, FL 34655 ("SSA"), and Wild American Shrimp, Inc., a Florida corporation, having a place of business at 820 Johnnie Dodds Blvd., Mount Pleasant, SC 29464 ("WASI").

WHEREAS, SSA has been developing a program whereby it certifies shrimp produced and sold by others according to standards being adopted and maintained by SSA (the "SSA Certification Program");

WHEREAS, SSA has adopted and is the owner of certain intellectual property that has been adopted and developed for use on or in connection with the SSA Certification Program, which intellectual property includes the certification marks, as well as the applications to register those marks, set forth in Schedule A (the "SSA marks"), and certain proprietary information developed for use in connection with the SSA Certification Program;

WHEREAS, WASI has expressed a desire to purchase that portion of SSA's business relating to the SSA Certification Program, and SSA has expressed a willingness to sell that portion to WASI, and as a result the parties reached an understanding on or about June 1, 2004 pursuant to which WASI has provided substantial assistance in implementing and advertising the SSA Certification Program as the parties continued to finalize details concerning WASI's purchase of the SSA Certification Program;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration as set forth herein, the adequacy and receipt of which is hereby acknowledged,

IT IS HEREBY AGREED:

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1. SSA hereby assigns and transfers all rights, title and interest in and to the SSA Certification Program, including all business records and tangible and intangible property pertaining thereto, to WASI.

2. SSA hereby assigns and transfers all rights, title and interest in and to the SSA marks for use on or in connection with the SSA Certification Program, including all goodwill associated with the marks and the SSA Certification Program, to WASI.

3. In the event WASI chooses for any reason to cease use of the marks that are the subject of this agreement, or otherwise ceases its operations, SSA shall be given the first opportunity to acquire the marks and the certification program in connection with which they are used from WASI for a reasonable amount to be negotiated at that time.

4. In consideration of the foregoing, WASI shall pay to SSA the amount of \$60,000. In addition, upon execution of this assignment by both parties hereto, WASI shall further assume all responsibility for any additional expenses, fees or other costs accrued in connection with the maintenance and administration of the SSA Certification Program, including registration of the SSA marks.


5. SSA agrees to reasonably cooperate in executing such papers as may be necessary to fully effectuate this assignment, including such papers as may be required to be filed with the United States Patent and Trademark Office.

6. SSA warrants that it has full rights and authority to enter into this assignment and that the rights and benefits assigned hereunder are valid and subsisting, and free and clear of any lien, encumbrance, adverse claim, or interest by any third party.

SOUTHERN SHRIMP ALLIANCE

WILD AMERICAN SHRIMP, INC.





Name: John A. Williams

Name: ELAINE KNIGHT

Title: SEC/TREASURER

Title: President

Date: 10-18-04

Date: 10-25-04

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SCHEDULE A**SOUTHERN SHRIMP ALLIANCE CERTIFICATION MARKS**

Mark	Class	Serial Number
WILD AMERICAN	Int. Class A	76/539685
WILD CAUGHT AMERICAN	Int. Class A	76/539686
WILD AMERICAN CAUGHT	Int. Class A	76/539684
WILD AMERICAN & DESIGN Logos	NA	NA

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