

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
WORLDCATCH, INC.		03/05/2003	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	WORLDCATCH FOODS, LLC		
Street Address:	2110 N. Pacific St., Suite 103		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98103		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75889402	WORLDCATCH	
Serial Number:	75889403		
CORRESPONDENCE DATA			
Fax Number:	(206)587-2308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2065870700		
Email:	jbim@cairncross.com		
Correspondent Name:	CAIRNCROSS & HEMPELMANN, P.S.		
Address Line 1:	524 Second Avenue, Suite 500		
Address Line 2:	Attn: Joong-Bin Im		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	003297-0003		
NAME OF SUBMITTER:	Joong-Bin Im		
Signature:	/jbi/		

OP \$65.00 75889402

Date:

02/14/2006

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

by and between

**WorldCatch, Inc.,
a Washington Corporation**

SELLER

and

**WorldCatch Foods, LLC
a Washington Limited Liability Company**

BUYER

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, made and entered into as of the 5th day of March, 2003 ("**Agreement**"), is by and between WorldCatch, Inc., a Washington corporation ("**Seller**"), and WorldCatch Foods, LLC, a Washington limited liability company ("**Buyer**").

WHEREAS, Seller is engaged in the procurement, sale and distribution of seafood to retail, club store, and food service operations (the "**Business**"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain assets associated with the Business, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Seller and Buyer agree as follows:

ARTICLE I: PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale.

In accordance with the terms and subject to the conditions of this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all liens, the specific assets, properties and rights described below (the "**Assets**"):

a) that certain fresh, frozen, preserved and value added/complementary sale seafood inventory as specifically described in **Exhibit 1.1(a) (the "Seafood Inventory")**

b) those certain packaging materials as specifically described in **Exhibit 1.1(b)** and any work-in-process, artwork, or raw materials related to the production of such packaging materials (**the "Packaging Inventory"**);

c) all rights, title and interest to Seller's WorldCatch label, including all technology, intellectual property and general intangibles related to or associated with Seller's WorldCatch label, including without limitation copyrights, trademarks, patents, service marks, letters patent, licenses and any applications or registrations thereof, trade names, trade styles, brand names, worldwide marketing rights, computer software data, related to or associated with Seller's WorldCatch label, including those rights or records listed in and more specifically described in **Exhibit 1.1(c) (the "Proprietary Rights")**, but not including the corporate name "WorldCatch, Inc.," which Seller shall retain; provided that Buyer shall be entitled to use any and all Packaging Inventory that includes the name "Worldcatch, Inc." Buyer and Seller shall execute an Assignment and Assumption Agreement effectively transferring the Proprietary Rights from Seller to Buyer;

d) certain equipment, fixtures, machinery, furniture and supplies currently owned and/or used by Seller in the ordinary course of business, as specifically described in **Exhibit 1.1(d) (the "Equipment")**; and

e) certain prepaid club demo expenses used by Seller in the ordinary course of business,

ARTICLE XI: EXECUTION

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.


SELLER: WORLDCATCH, INC.

BUYER: WORLDCATCH FOODS, LLC

By:

Name:

Title:


James K. Alger
CEO

By:

Name:

Title:

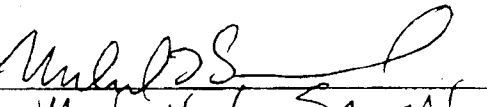

Michael L. Samset
Member / Manager

EXHIBIT (1.1(c))

(Proprietary Rights)

1. Brand name "WorldCatch"
2. Brand Name "Koi Wok"
3. Trademark "WorldCatch"
4. Trademark WorldCatch logo
5. Right to use dba "WorldCatch"
6. All other proprietary rights held by Seller that have been or are currently used in connection with the Business.

Total Proprietary Rights Purchase Price \$ 

EXHIBIT 1.2**BILL OF SALE**

This Bill of Sale ("Agreement") is made as of March 7, 2003 by and between WorldCatch, Inc., a corporation organized under the laws of Washington ("Seller"), and, WorldCatch Foods, LLC, a limited liability company organized under the laws of Washington (the "Buyer").

1. **Definitions.** Unless specifically designated otherwise, capitalized terms used in this Agreement shall have the meanings given them in the Asset Purchase Agreement between Seller and Buyer dated as of March __, 2003 (the "Purchase Agreement").

2. **Sale of Assets.** Seller, for a valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns, grants, and conveys to Buyer the assets listed on Exhibits 1.1(a)-(d) to the Purchase Agreement (the "Assets").

3. **LIMITATION OF WARRANTY:** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR THE INSTRUMENTS, DOCUMENTS AND AGREEMENTS REFERRED TO THEREIN OR EXECUTED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED THEREBY: (A) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ITSELF, THE ASSETS OR THE BUSINESS, ANY PORTION THEREOF OR OTHERWISE, AND SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (B) THE ASSETS, INCLUDING BUT NOT LIMITED TO EQUIPMENT, AND INVENTORY, ARE BEING TRANSFERRED "AS IS", "WHERE IS" AND "WITH ALL FAULTS."

4. **Miscellaneous.**

(a) Seller and Buyer hereby agree that they will, from time to time, execute and deliver such further instruments of conveyance and transfer as may be reasonably required to implement and effectuate the sale of the Assets pursuant to the Purchase Agreement.

(b) This Agreement has been executed to implement the Purchase Agreement and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Purchase Agreement.

(c) This Agreement is executed and delivered in, and shall be construed and enforced in accordance with the domestic laws of the State of Washington, and shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement.

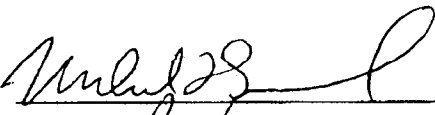
(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(e) Seller hereby covenants and agrees to warrant and defend the title to the above-described Assets hereby conveyed, against the just and lawful claims and demands of all persons whomsoever.

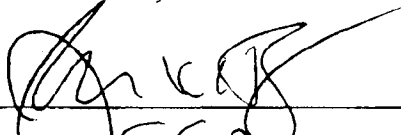
(f) The terms of this Agreement may only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

"BUYER"
WORLDCATCH FOODS, LLC.

By: 
Title: Member / manager

"SELLER"
WORLDCATCH, INC.

By: 
Title: CEO