

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Richard J. LaVecchia III		10/23/2006	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Poseidon Enterprises, L.L.C.		
<b>Street Address:</b>	3516 Green Park Circle		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28217		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2510491	BRIGHT WATER SEAFOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919 286-8049		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	30322.7TARICHPOSEIDONJES		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>Signature:</b>	/John E. Slaughter/		
<b>Date:</b>	11/06/2006		

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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT**, effective as of October 23, 2006, is by and between Richard J. LaVecchia, III (“Assignor”), an individual, residing in Charlotte, North Carolina, and New Poseidon Enterprises, L.L.C. (“Assignee”), a Delaware limited liability company, with a principal place of business at 3516 Green Park Circle, Charlotte, North Carolina 28217.

**WHEREAS**, Assignor is the sole and exclusive owner of the unencumbered right, title, and interest in and to the trademark(s) and/or trademark application(s) identified in Schedule A hereto (hereinafter “Trademarks”), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto; and

**WHEREAS**, Assignor desires to transfer its right, title and interest in and to said Trademarks to Assignee and Assignee desires to acquire Assignor’s right, title, and interest in and to said Trademarks, the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

1. Assignor, in exchange for One Hundred Dollars (\$100.00), hereby irrevocably grants, sells, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, free of all encumbrances, the entire right, title, and interest in perpetuity in and to the Trademarks in the United States and worldwide, including: (a) the goodwill of the business associated with and symbolized by said Trademarks and that portion of Assignor’s business which pertains to any pending intent-to-use applications filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, *et seq.*), (b) all rights appurtenant thereto, including, but not limited to, (i) all registrations, applications, domain names, and common law rights, if any, all rights to apply and rights of priority to apply for registration, all causes of action, the right to enforce the rights to said Trademarks through oppositions or other legal or administrative proceedings, (ii) the rights to all income derived from said Trademarks, including the right to all unpaid royalties with respect to the use of any such Trademarks, and (iii) any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, dilution, misappropriation, or other violation of the Trademarks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademarks, use of confusingly similar marks or names by others and all other related causes of action, and the right to sue therefore, for Assignee’s own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Trademarks to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor hereby covenants with Assignee that Assignor is the sole lawful owner of the aforesaid rights, and that Assignor has good right to sell and transfer the same to Assignee. Assignor agrees to indemnify Assignee for any third party claim of rights to the Trademarks, related goodwill, and any rights appurtenant thereto.
3. Assignor agrees, at the request and expense of Assignee, to perform such proper additional acts, and to execute such additional documents, (a) as are deemed necessary by Assignee or by the governmental agencies having jurisdiction over said Trademarks to effect the transfer of all of Assignor’s right, title and interest in and to the Trademarks and the rights appurtenant thereto to Assignee, its successors and assigns, (b) for maintaining and perfecting the Assignee’s rights to the Trademarks, and (c) as may be or become necessary for obtaining,

maintaining, or protecting said Trademarks. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all registered trademarks issuing from applications pending among said Trademarks.

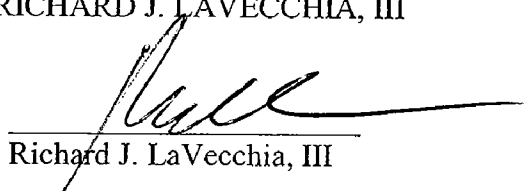
4. This Assignment constitutes the entire agreement between the parties relating to the assignment of the Trademarks; this Assignment supersedes any prior oral or written agreement or understanding between the parties relating to the Trademarks' assignment.

5. The United States Trademark Law and the laws of the State of Delaware, U.S.A., relating to contracts made and to be performed in the State of Delaware will govern the construction, operation and enforcement of this Assignment; and any action or proceeding based on this Assignment or arising out of its performance must be brought in a Federal or State Court of competent jurisdiction in Delaware and in no other jurisdiction. The United Nations Convention on the International Sale of Goods does not apply to this Assignment.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee executed this Assignment on the date(s) set forth below.

ASSIGNOR: RICHARD J. LAVECCHIA, III

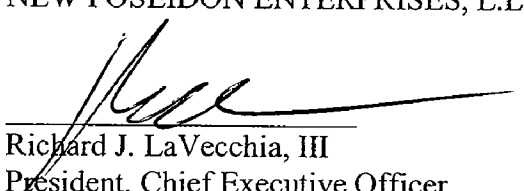
Signature: 

Printed Name: Richard J. LaVecchia, III

Date:

October 23, 2006

ASSIGNEE: NEW POSEIDON ENTERPRISES, L.L.C.

Signature: 

Printed Name: Richard J. LaVecchia, III

Title: President, Chief Executive Officer

Date:

October 23, 2006

**Schedule A**  
**Trademark(s)/Application(s)**

**Issued Trademarks**

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
U.S.A.	BRIGHT WATER SEAFOODS and design	2,510,491	11/20/2001

**Pending Applications**

<b>Country</b>	<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
n/a	n/a	n/a	n/a