

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.		10/22/2006	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Ross Paasche		
Street Address:	111 Bog River Bend		
City:	Mashpee		
State/Country:	MASSACHUSETTS		
Postal Code:	02649		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	74410533	OCEAN GEM	
Serial Number:	74410535	ATLANTIC PEARL	
Serial Number:	75868674	ATLANTIC GEM	
CORRESPONDENCE DATA			
Fax Number:	(603)641-2351		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(603) 627-8119		
Email:	ipadm@sheehan.com		
Correspondent Name:	Douglas G. Verge		
Address Line 1:	1000 Elm Street, P.O. Box 3701		
Address Line 4:	Manchester, NEW HAMPSHIRE 03105-3701		
ATTORNEY DOCKET NUMBER:	31088-12771		
NAME OF SUBMITTER:	Douglas G. Verge		
Signature:	/Douglas G. Verge/		

CH \$90.00 74410533

Date:

01/19/2007

Total Attachments: 3

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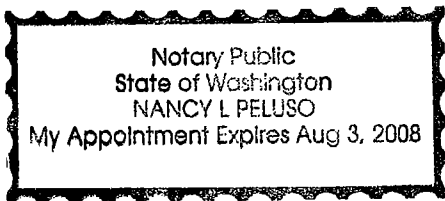
ASSIGNMENT AND ASSUMPTION AGREEMENT

WorldCatch, Inc., a Washington corporation (“Seller”), pursuant to the terms of an Asset Purchase Agreement dated as of October 10, 2002 (the “Agreement”) among Seller and **Ross Paasche**, an individual (“Buyer”) (all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement), for the consideration set forth in the Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and deliver to Buyer the Proprietary Rights listed in and described in Exhibit B to the Agreement (a copy of which is attached hereto and incorporated herein by reference), effective as of October 18, 2002 (the “Effective Date”). The terms of the Agreement, including, but not limited to, Sellers’ representations and warranties and the indemnities relating to the Proprietary Rights, are incorporated herein by reference. Without in any way limiting the foregoing, Seller hereby specifically assigns its entire rights, title and interest, throughout the world, in and to the trademarks identified on Exhibit B (the “Marks”), and all applications, registrations, and good will, including good will of the business in connection with which the trademarks are used, associated therewith or related thereto.

This Assignment and Assumption Agreement shall inure to the benefit of, and shall bind Sellers and Buyer and their respective successors and assigns, heirs and estates.

[Signatures page follows]

IN WITNESS WHEREOF, Seller has caused its duly authorized officer to execute this Assignment and Assumption Agreement on this 28th day of September 2006, with effect as of the Effective Date.



WORLDCATCH, INC.

By: [Signature]
Name: VAN KATZMAN
Title: Vice President and Secretary

STATE OF Washington
COUNTY OF King

On this 28th day of September, 2006, before me, the undersigned notary public, personally appeared Van Katzman, proved to me through satisfactory evidence of identification, which were a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he] [she] signed it voluntarily for its stated purpose, as Vice President for Worldcatch, Inc., a corporation.

[Signature] [official signature and seal of notary]

My commission expires August 3, 2008

Agreed to and accepted by Ross Paasche on this 22 day of October, 2006, effective as of the Effective date.

[Signature]
Ross Paasche

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BARNSTABLE

On this 22nd day of OCTOBER, 2006, before me, the undersigned notary public, personally appeared Ross Paasche, proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature] [official signature and seal of notary]
My commission expires _____

[Signature page to Assignment and Assumption Agreement] DAMP B. RICH JR.

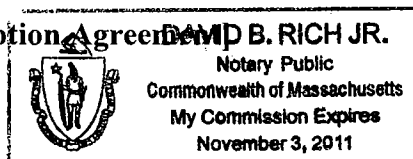


EXHIBIT B

(Trademarks)

INDIVIDUAL/ COMPANY OWNING PRODUCT	Type of Mark	Reference Number	Filing Date	Application Number	Registration Date	Registration Number	Status	Classes	Country
AMERICAN GEM SEAFOODS, INC./ OCEAN GEM	Trademark	SA 063806.0019	7/9/93	74410.533		1,827,598	REGISTERED	29-Fresh scallops and frozen scallops	US
AMERICAN GEM SEAFOODS, INC./ OCEAN GEM BRAND (AND DESIGN)	Trademark	SA 063806.0018	7/9/93	74410.532	3/29/94	1,826,438	REGISTERED	29-Fresh Scallops and frozen scallops	US
AMERICAN GEM SEAFOODS, INC./ ATLANTIC PEARL	Trademark	SA 063806.0020	7/9/93	74,410,535	3/29/94	1,826,439	REGISTERED	29-Fresh scallops and frozen scallops	US
AMERICAN GEM SEAFOODS, INC./ ATLANTIC PEARL BRAND (AND DESIGN)	Trademark	SA 063806.0021	7/9/93	74,410,538	4/12/94	1,830,458	REGISTERED	Int. Class 29-Meat and Processed Foods U.S. Class-48 Foods and Ingredients of Foods Grade: Fresh scallops and frozen scallops	US
AMERICAN GEM SEAFOODS, INC./ SCALLOP GEMS	Trademark	SA 063806.0016	8/22/98	75508063	11/9/99	2,291,013	REGISTERED	Int. 29-(Fresh and Frozen Seafood, namely scallops)	
AMERICAN GEM SEAFOODS, INC./ SCALLOP GEMS	Service mark	SA 063806.0015	8/22/98	75508062			ABANDONED	Int. 42-(Distributorship services in the field of fresh and frozen fish to wholesalers)	
AMERICAN GEM SEAFOODS, INC./ ATLANTIC GEM	Trademark	63806.0025	12/9/99	75658,674	10/24/00	2,398,052	REGISTERED Sections 9 and 15 affidavits due 2005-2006 Renewal: 2010	Frozen seafood product Class 29	Int.
AMERICAN GEM SEAFOODS, INC./ GOLDEN SHELL (AND DESIGN)	Trademark	65174.0031	3/29/00	767011,853			APPLICATION FILED BY AHN GUMP; to be published 10/9/01	Int. 29-(Fresh and Frozen Seafood, namely scallops)	
AMERICAN GEM SEAFOODS, INC. RED SHIP	Trademark	65174.0044					Request for advice/ assistance in filing new mark forwarded by email to Ahn Gump 11/2/00 Decision Not to Proceed 11/10/00 - Clair Parker	Scallops	Int., Hong Kong, China
AMERICAN GEM SEAFOODS, INC. BLUE SHIP	Trademark	65174.0043					Request for advice/ assistance in filing new mark forwarded by email to Ahn Gump 11/2/00 Decision Not to Proceed 11/10/00 - Clair Parker	Scallops	Int., Hong Kong, China

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RECORDED: 01/19/2007

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REEL: 003463 FRAME: 0978