

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ocean Beauty Holdings, Inc.		07/02/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Ocean Beauty Seafoods LLC
Street Address:	1100 W. Ewing Street
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98119
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1683898	
Registration Number:	0551183	BAY BEAUTY
Registration Number:	0541542	COMMANDER
Registration Number:	0835187	DEEP SEA
Serial Number:	77208783	DIPAC
Registration Number:	1071553	
Registration Number:	1188828	ICY POINT
Registration Number:	3151105	ICY POINT
Registration Number:	1640652	MAN OF WAR
Registration Number:	1173481	MCGOVERN'S BEST
Registration Number:	2333893	NEPTUNE
Registration Number:	1583811	NEPTUNE
Registration Number:	2338201	OCEAN BEAUTY BRAND
Registration Number:	2354997	OCEAN BEAUTY BRAND

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Registration Number:	2351637	OCEAN BEAUTY
Registration Number:	2306299	OCEAN BEAUTY
Registration Number:	1139698	PILLAR ROCK
Registration Number:	0568876	PINK BEAUTY
Registration Number:	0818355	PIRATE
Registration Number:	1116692	PORT CLYDE
Registration Number:	1826997	SEA CHOICE
Registration Number:	1659038	SEARCHLIGHT
Registration Number:	0551184	SOUND BEAUTY

CORRESPONDENCE DATA

Fax Number: (215)923-2189

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2159234466

Email: BScott@synnlech.com

Correspondent Name: Bryna S. Scott

Address Line 1: 1101 Market Street

Address Line 2: Suite 2600

Address Line 4: Philadelphia, PENNSYLVANIA 19107

ATTORNEY DOCKET NUMBER:	G17322
NAME OF SUBMITTER:	Bryna S. Scott
Signature:	/bryna s. scott/
Date:	07/19/2007

Total Attachments: 3

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of the 2nd day of July, 2007, by and among **Ocean Beauty Holdings, Inc.**, a Washington corporation formerly known as Ocean Beauty Seafoods, Inc. ("**OB Holdings**"), and **Ocean Beauty Seafoods LLC**, an Alaska limited liability company (the "**Company**"), in accordance with that certain Asset Purchase Agreement of even date herewith, by and among OB Holdings, Bristol Bay Economic Development Corporation, an Alaska nonprofit corporation, and the Company (the "**Purchase Agreement**"). All capitalized terms used and not otherwise defined herein shall have the meanings attributed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OB Holdings hereby sells, transfers, conveys, assigns and delivers to the Company all of OB Holdings' right, title and interest in and to all of the Transferred Assets. For avoidance of doubt, the Transferred Assets include the trademarks listed on Exhibit A attached hereto and all goodwill associated therewith.

2. Notwithstanding the sale, transfer, conveyance and assignment set forth in paragraph 1 of this Assignment, as provided in Section 2.2 of the Purchase Agreement, all of the Excluded Assets are reserved unto OB Holdings and are not transferred or assigned to the Company.

3. The Company hereby assumes and agrees to pay, perform and discharge all obligations, liabilities, commitments, requirements and duties of OB Holdings under the Assumed Liabilities.

4. The parties acknowledge and agree that the Company shall not assume or be responsible for, and OB Holdings shall retain and be solely responsible for, the Excluded Liabilities.

5. OB Holdings and the Company each agree that from time to time at the other's request, OB Holdings or the Company, as the case may be, will, and will use its commercially reasonable efforts to cause its Affiliates to, execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably required to more effectively transfer, assign, deliver and vest in the Company title to and possession of the Transferred Assets and to otherwise carry out the purposes of this Assignment.

6. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, or any of the obligations of OB Holdings or the Company, set forth in the Purchase Agreement. This Assignment is intended only to effect the transactions contemplated by the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase

Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

7. This Assignment is made for the sole benefit of the parties hereto and their respective successors and assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other Person any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.


8. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any conflicts of law rules thereof.

9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed by any signatory by delivery of a facsimile signature, which signature shall have the same force and effect as an original signature.

10. This Assignment shall be effective as of the Closing.

IN WITNESS WHEREOF, OB Holdings and the Company have executed this Assignment as of the date first above written.

Ocean Beauty Holdings, Inc.

By: 
Name: HOWARD KLEIN
Title: Vice Chairman

Ocean Beauty Seafoods LLC


By: 
Name: Tony Ross
Title: Chief Financial Officer

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ADMIRAL DESIGN	1683898 -	April 21, 1992
BAY BEAUTY	551183	November 27, 1951
COMMANDER	541542	April 24, 1951
DEEP SEA (Cl. 29)	835187	September 12, 1966
DIPAC & Fish-Circle Design (Cl. 29)	(Serial No. 77/208783)	(Pending)
FISH DESIGN	1071553	August 16, 1977
ICY POINT	A271699 (Australia)	September 23, 1975
ICY POINT	105511 (New Zealand)	August 27, 1980
ICY POINT	1015129 (U.K.)	July 30, 1973
ICY POINT	1188828	February 2, 1982
ICY POINT (additional goods)	3151105	October 3, 2006
MAN OF WAR	1640652	April 9, 1991
MCGOVERN'S BEST	1173481	October 13, 1981
NEPTUNE	2333893	March 21, 2000
NEPTUNE	1583811 -	February 20, 1990
OCEAN BEAUTY	674211 (Mexico)	September 20, 2000
OCEAN BEAUTY & Design	92509 (California)	June 7, 1990
OCEAN BEAUTY & Mermaid Design (Cl. 29)	2338201	April 4, 2000
OCEAN BEAUTY & Mermaid Design (Cls. 40 & 42)	2354997	June 6, 2000
OCEAN BEAUTY (Block letters - Cls. 40 & 42)	2351637	May 23, 2000
OCEAN BEAUTY (Block Letters Cl. 29)	2306299	January 4, 2000
OCEAN BEAUTY w/ Mermaid Design	982052 (Taiwan)	January 16, 2002
OCEAN BEAUTY w/ Mermaid Design	2255859 (U.K.)	September 14, 2001
OCEAN BONITA	674212 (Mexico)	September 29, 2000
PILLAR ROCK	1139698	September 16, 1980
PINK BEAUTY	568876	January 6, 1953
PIRATE (Cl. 29)	818355	November 8, 1966
PORT CLYDE	1116692	April 17, 1979
SEA CHOICE	1826997	March 15, 1994
SEARCHLIGHT	1659038	October 1, 1991
SILVER BEAUTY	1298315 (France)	February 6, 1985
SOUND BEAUTY	551184	November 27, 1951