

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
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: 8

Property Type	Number	Word Mark
Registration Number:	2581870	CIRCLE SEA
Registration Number:	2615196	ECHO FALLS
Registration Number:	2696521	IAN MACTAVISH
Registration Number:	1630213	LANDLOCK
Registration Number:	2187319	LASCCO BRAND SINCE 1921 FANCY ORIGINAL GRADE LOS ANGELES SMOKING & CURING CO
Registration Number:	3106569	THREE STAR
Registration Number:	2555825	SCANFISH
Registration Number:	3109218	THREE STAR

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

OP \$215.00 2581870

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: 4

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**CONTRIBUTION AGREEMENT, BILL OF SALE AND ASSIGNMENT AND
ASSUMPTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT, 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**"), **Ocean Beauty Seafoods, Inc.**, a Texas corporation formerly known as Landlock Seafood Company, Inc. ("**Landlock**") and, together with OB Holdings, "**Transferors**", and **Ocean Beauty Seafoods LLC**, an Alaska limited liability company (the "**Company**"), in accordance with that certain Contribution Agreement of even date herewith, by and among OB Holdings, Landlock, King Crab Investment Company, Inc., an Alaska corporation, Bristol Bay Economic Development Corporation, an Alaska nonprofit corporation, and the Company (the "**Contribution Agreement**"). All capitalized terms used and not otherwise defined herein shall have the meanings attributed to them in the Contribution Agreement.

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

1. Transferors hereby contribute, sell, transfer, convey, assign and deliver to the Company all of Transferors' respective 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 contribution, sale, transfer, conveyance and assignment set forth in paragraph 1 of this Assignment, as provided in Section 2.2 of the Contribution Agreement, all of the Excluded Assets are reserved unto Transferors 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 Transferors under the Assumed Liabilities.

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

5. Transferors and the Company each agree that from time to time at the other's request, Transferors or the Company, as the case may be, will, and will use their commercially reasonable efforts to cause their 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 Transferors or the Company, set forth in the Contribution Agreement. This Assignment is intended only to effect the transactions contemplated by the Contribution Agreement and shall be governed entirely in accordance with the terms and conditions of the Contribution Agreement. If any conflict exists between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution 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.

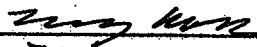
[Signature page follows.]

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

Ocean Beauty Holdings, Inc.

By: 
Name: HOWARD KELLEN
Title: Vice Chairman

Ocean Beauty Seafoods, Inc.

By: 
Name: TONY ROSS
Title: Secretary

Ocean Beauty Seafoods LLC

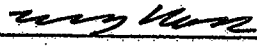
By: 
Name: TONY ROSS
Title: Chief Financial Officer

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CIRCLE SEA	2581870	June 18, 2002
ECHO FALLS	2615196	September 3, 2002
IAN MACTAVISH	2696521	March 11, 2003
LANDLOCK	1630213	January 1, 1991
LASCCO & Design	2187319	September 8, 1998
LASCCO (Cl. 29)	834542 (Mexico)	May 31, 2004
PRIMARY THREE-STAR FISH DESIGN	3106569	June 20, 2006
SCANFISH	2555825	April 2, 2002
SECONDARY THREE-STAR FISH DESIGN	3109218	June 27, 2006
THREE STAR	674210 (Mexico)	September 29, 2000
THREE STAR FISH DESIGN	824940 (Mexico)	March 15, 2004