# OP \$40,00 295

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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
MITSUBISHI CORPORATION		09/25/2008	CORPORATION: JAPAN

## **RECEIVING PARTY DATA**

Name:	TRI-UNION SEAFOODS, LLC
Doing Business As:	DBA CHICKEN OF THE SEA INTERNATIONAL
Street Address:	9330 Scranton Road, Suite 500
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2951372	ACE OF DIAMONDS

### **CORRESPONDENCE DATA**

Fax Number: (858)362-9273

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

Phone: (858) 597-4273

Email: Jbarker@cosintl.com

Correspondent Name: JOHN BARKER

Address Line 1: 9330 Scranton Road, Suite 500
Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	JOHN BARKER
Signature:	/John Barker/
Date:	10/28/2008

Total Attachments: 2

TRADEMARK REEL: 003878 FRAME: 0278

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TRADEMARK REEL: 003878 FRAME: 0279

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into effective as of September 25, 2008, by and between Tri-Union Seafoods, LLC d/b/a Chicken of the Sea International, a limited liability company formed in accordance with the laws of California (the "Assignee"). located at 9330 Scranton Road Ste. 500, San Diego, CA 92121 and Mitsubishi Corporation, a corporation formed in accordance with the laws of Japan, located at 16-3 Konan, Minato-ku 2-Chome, Tokyo 108-8228 JAPAN (the "Assignor").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing a Trademark Assignment Agreement to which this Assignment is referenced:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and the corresponding registration and/or application for registration of ACE OF DIAMOND trademark as evidenced by its United States trademark registration No. 2,951,372 registered on May 17, 2005 in the United States of America (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registrations and/or applications for registration of the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR: Mitsubishi Corporation	
	MITSUBISHI CORPORATION
By:	72
Title:	General Manager Processed Foods B Unit, Foods (Products) Division

ASSIGNEE: Tri-Union Seafoods, LLC

By: SHUE WING CHAN

Title: President and CEO

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REEL: 003878 FRAME: 0281

**RECORDED: 10/28/2008**