

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
William F. Carvalho		04/30/2009	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wild Planet Foods, Inc.		
<b>Street Address:</b>	1585 Heartwood Drive		
<b>Internal Address:</b>	Suite F		
<b>City:</b>	McKinleyville		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95519		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3110320	WILD PLANET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)421-2922		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-421-6500		
<b>Email:</b>	joconnell@sflaw.com		
<b>Correspondent Name:</b>	Jeffrey A. O'Connell, Esq.		
<b>Address Line 1:</b>	One Maritime Plaza, 18th Flr		
<b>Address Line 2:</b>	Shartsis Friese LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	7643-2		
<b>NAME OF SUBMITTER:</b>	Terry Hunt		
<b>Signature:</b>	/s/ Terry Hunt/		

CH \$40.00 3110320

Date:

05/12/2009

Total Attachments: 2

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## ASSIGNMENT OF MARK

This Assignment of Mark is made effective as of April 30, 2009, between William F. Carvalho, a sole proprietor ("Assignor") and Wild Planet Foods, Inc., a Delaware corporation ("Assignee").

A. Assignor is the owner of the mark WILD PLANET as used on "seafood in general" (the "Mark") and is also the owner of a United States federal registration for the Mark (U.S. Registration No. 3,110,320) (the "Registration").

B. In connection with a series of transactions, Assignor contributed the business assets of his sole proprietorship to Assignee (prior to Assignee's reincorporation as a Delaware corporation). The Mark and the Registration were intended to be part of the assets to be owned by Assignee as the result of the transactions, but no separate assignment of the Mark and the Registration were prepared by the parties. The purpose of this Assignment is to provide a record of the assignment of the Mark and the Registration from Assignor to Assignee. By executing this Assignment, the parties desire to confirm the assignment and transfer of the Mark and the Registration, and all good will related thereto and all rights therein, whether based in common law or under federal or state statutes that the Assignor may have owned or possessed previously and as of the date hereof, to the Assignee, and to update the records of the United States Patent and Trademark Office to reflect the ownership of the Mark and the Registration by Assignee.

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

1. Assignment of Mark. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Mark for any and all purposes, together with all good will of the business symbolized by the Mark, and the Registration and all rights therein. The foregoing assignment of the Mark and the Registration shall include without limitation: (a) the right to register or renew the Mark and the Registration in the United States and in any foreign country; (b) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Mark; and (c) the right to enforce, sue for and collect damages by reason of any past or future infringement or misuse of the Mark.

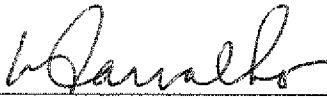
2. Further Assurances. Assignor agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Mark and to effect the assignment and transfer of the Registration to Assignee, including but not limited to the recordation of this Assignment with the United States Patent and Trademark Office.

3. No Prior Transfers. Assignor represents and warrants that it has not previously assigned to any third party any right, title or interest in and to the Mark or the associated good will. Assignor acknowledges that it shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Mark or the Registration.

4. Absolute and Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment of mark is duly executed and delivered effective as of the date first above written.

By:   
Name: William F. Carvalho, a sole proprietor

WILD PLANET, INC.

By:   
Name: Terry Hunt  
Title: Chief Executive Officer