

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Prime Meat & Seafood Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>California</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Label Works, LLC</u> Internal Address: _____ Address: _____ Street Address: <u>1180 South Beverly Drive, Suite 509</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90035</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company - California</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>7/26/08</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>3204060</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Josh Mendelsohn</u> Internal Address: _____ Street Address: <u>1801 Century Park East, Suite 1201</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90067</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Josh Mendelsohn</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 30%; text-align: right;"> <u>05/28/09</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 3 </div>		

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Total number of pages including cover sheet, attachments, and document: 3
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS AND APPLICATIONS

Effective Date: July 26, 2008

WHEREAS PRIME MEAT & SEAFOOD, INC. a California corporation with offices at 1180 South Beverly Drive, Suite 511, Los Angeles, California 90035 ("ASSIGNOR") owns or holds all of the rights to use the trademark SLIMCO MEATS in class 35, identified by the United States Patent and Trademark Office ("USPTO") as Registration Number 3204060 (the "Mark"); and

WHEREAS LABEL WORKS LLC, a California limited liability company with offices at 1180 South Beverly Drive, Suite 509, Los Angeles, California 90035 ("ASSIGNEE") desires to acquire all of Assignor's right, title, and interest in and to the Mark and the goodwill associated therewith, and all applications for registrations thereof, and Assignor desires to assign all of its rights, title, and interest in the foregoing to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers unto said Assignee all right, title, and interest in and to the said Mark, together with (a) any applications for registration of said Mark; (b) the goodwill of the business symbolized by and associated with said Mark and any applications for registration thereof; and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or any applications for registrations thereof or such associated goodwill. It is further agreed that upon the request of the Assignee, Assignor shall duly execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required to effect the terms of this Agreement.

PRIME MEAT & SEAFOOD, INC.

By: 

Arlan Simmonds, its President