

**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>
Phoenix Salmon U.S., Inc.		05/05/2010	CORPORATION: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	True North Salmon Co. Ltd.		
<b>Street Address:</b>	255 Metcalf Street		
<b>City:</b>	Saint John, NB		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	E2K 1K7		
<b>Entity Type:</b>	CORPORATION: NEW BRUNSWICK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2659010	HERITAGE SALMON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(506)857-4095		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	1-506-877-0874		
<b>Email:</b>	donna.macewen@mcinnescooper.com		
<b>Correspondent Name:</b>	Donna L. MacEwen		
<b>Address Line 1:</b>	Siute 400, South Tower, 644 Main Street		
<b>Address Line 2:</b>	PO Box 1368		
<b>Address Line 4:</b>	Moncton, NB, CANADA E1C 8T6		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

OP \$40.00 2659010

**TRADEMARK**

**900161873**

**REEL: 004203 FRAME: 0695**

NAME OF SUBMITTER:	Donna L. MacEwen
Signature:	/donna macewen/
Date:	05/11/2010
<b>Total Attachments: 3</b> source=USAssignment heritagesalmon#page1.tif source=USAssignment heritagesalmon#page2.tif source=USAssignment heritagesalmon#page3.tif	

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is effective as of the 5<sup>th</sup> day of MAY, 2010.

BETWEEN:

**Phoenix Salmon U.S., Inc.**, a Maine corporation  
("Assignor")

- and -

**True North Salmon Co. Ltd.**, a New Brunswick company  
("Assignee").

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's worldwide right, title and interest in, to and under Assignor's servicemarks, trademarks, and trade names listed on Schedule "A" annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees as follows:

#### 1. ASSIGNMENT AND TRANSFER

Assignor does hereby transfer and assign to Assignee all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all applications, registrations, renewals and extensions thereof that may be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely, and subject to any extant licenses, as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

#### 2. FURTHER ASSURANCES

Assignor agrees to execute, deliver and record such documents and instruments and do such other acts as the Assignee may reasonably request for the purpose of carrying out and giving full force and effect to the provisions of this Assignment of Servicemarks and Trademarks.

#### 3. GOVERNING LAW

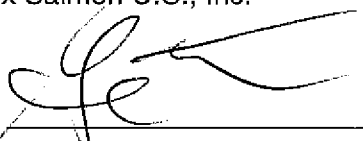
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Maine without giving effect to the principles of

conflicts of laws *thereof*.

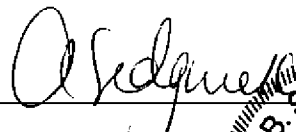
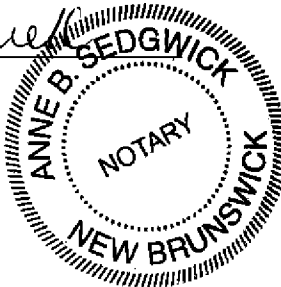
IN WITNESS WHEREOF, the Assignor has executed this Assignment of Servicemarks and Trademarks as of the date first above written.

Phoenix Salmon U.S., Inc.

By:

  
Name: *Glenn Cooke*  
Title: *Vice President*

On this 5<sup>th</sup> day of May, 2010, before me personally appeared Glenn Cooke who signed this instrument and acknowledged to me that he executed the same as a free act in his authorized capacity on behalf of Phoenix Salmon U.S., Inc.

  
Notary Public  


Schedule "A"

<u>Mark</u>	<u>USPTO Registration No.</u>
HERITAGE SALMON (and design)	2,659,010