

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
Seafreeze Limited Partnership		12/22/2008	LIMITED PARTNERSHIP: WASHINGTON
RECEIVING PARTY DATA			
Name:	Seafreeze Acquisition, LLC		
Street Address:	423 Washington St., Floor 7		
Internal Address:	c/o Bay Grove Capital LLC, Attn:Adam Fortse		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2399350	SEAFREEZE	
CORRESPONDENCE DATA			
Fax Number:	(206)624-5469		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 624-5950		
Email:	dmcintosh@mundtmac.com		
Correspondent Name:	Duncan R. McIntosh		
Address Line 1:	271 Wyatt Way NE		
Address Line 2:	Suite 106		
Address Line 4:	Bainbridge Island, WASHINGTON 98110		
ATTORNEY DOCKET NUMBER:	3969.003A		
NAME OF SUBMITTER:	Duncan R. McIntosh		
Signature:	/DRM/		

OP \$40.00 2399350

Date:

07/22/2010

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK
[Federal]

WHEREAS, Seafreeze Limited Partnership, a Washington limited partnership (hereinafter "Assignor"), is the owner of the federal trademark registration for the trademark SEAFREEZE, Reg. No. 2,399,350 (the "Trademark"); and

WHEREAS, SEAFREEZE ACQUISITION LLC, a Delaware limited liability company located at 750 Battery Street, 7th Floor, San Francisco, CA 94111 ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Trademark and the registration thereof, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignor is delivering this Assignment of Trademark pursuant to Section 7.1 of that certain Asset Purchase Agreement ("Purchase Agreement") by and among Assignor, Toyo Suisan Kaisha, Ltd., and Assignee, dated December 15, 2008; and

WHEREAS, consummation of the transactions contemplated by the Purchase Agreement will result in a benefit to Assignor, and as a condition to the obligation of Assignee to consummate the transactions contemplated by the Purchase Agreement and as a material inducement to the Assignee entering into the Purchase Agreement and consummating the transactions contemplated thereby, Assignor has agreed to execute and deliver this Assignment of Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor does hereby assign unto Assignee all of its right, title and interest in and to the Trademark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof.

Assignor, at Assignee's expense, agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Nothing contained in this Assignment of Trademark shall expand, reduce, modify or waive any rights or obligations of the parties under the Purchase Agreement. In the event that any of the provisions of this Assignment of Trademark are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

This Assignment of Trademark is executed and delivered by the undersigned effective as of this 22nd day of December, 2008

ASSIGNOR

SEAFREEZE LIMITED PARTNERSHIP

By: Pac-Mar Management, Inc.,
its General Partner

By: *T. Kudo*
Name: TAKASHI KUDO
Its: DIRECTOR

Accepted and agreed to effective as of this
22nd day of December, 2008:

ASSIGNEE

SEAFREEZE ACQUISITION, LLC

By: *Kevin Marshall*
Name: Kevin Marshall
Its: Managing Director