

**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>
OmegaSea, Ltd.		03/08/2011	LIMITED LIABILITY COMPANY: ALASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OS Holdings, LLC		
<b>Street Address:</b>	1422 Euclid Avenue		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44115		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85177779	OMEGA ONE	
<b>Serial Number:</b>	85194990	OMEGA SEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)348-5474		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	2163485400		
<b>Email:</b>	ip@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	David Cupar c/o McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Ave., Ste 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	35139-00001		
<b>NAME OF SUBMITTER:</b>	David B. Cupar		
<b>Signature:</b>	/David B. Cupar/		

CH \$65.00 85177779

**900189762**

**TRADEMARK**  
**REEL: 004525 FRAME: 0249**

Date:

04/20/2011

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of March 8, 2011, by and among OmegaSea Ltd. Liability Co. (dba OmegSea, Ltd.), an Alaskan limited liability company with an address at 1000 Bacon Road, Painesville, Ohio 44077 ("Assignor"), and OS Holdings, LLC, an Ohio limited liability company with a place of business at 1422 Euclid Avenue, Suite 500, Cleveland, Ohio 44115 ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Contribution and Purchase Agreement, dated March 7, 2011 (the "Asset Contribution and Purchase Agreement"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in all of the Assignor's intellectual property, and Assignee desires to accept the assignment of such intellectual property from Assignor, subject to the terms and conditions of the Asset Contribution and Purchase Agreement and this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor (the "Marks"), including but not limited to those identified on Schedule A; (ii) all registrations, and applications for registration, of the Marks worldwide, including but not limited to the U.S. trademark applications identified on Schedule B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid the Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all

without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

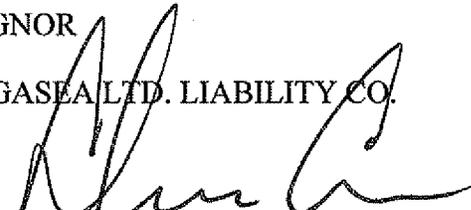
[Signature page follows]

In witness whereof, Assignor has executed this Assignment as of this 8th day of March 2011.

ASSIGNOR

OMEGASEALTD. LIABILITY CO.

By:

  
Dennis Crews, President

State of Ohio )  
County of Lake )

ss:

Subscribed to and sworn before me on this 8 day of March 2011.

  
Notary Public



LAURA L. SCHIFFBAUER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 9-2-2011  
RECORDED IN LAKE COUNTY

My commission expires: \_\_\_\_\_

SCHEDULE A

MARKS

OMEGA ONE
OMEGA SEA


OMEGA SEA, LTD. FRESH FROM ALASKA
SUPER VEGGIE
SUPER COLOR
CHECK THE INGREDIENTS "THE BEST FISH IN THE WORLD"
FREEZE DRIED NUTRI-TREATS
OMEGASTAR
SMART BALLAST
SUN FORCE-2

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status/Notes</b>
OMEGA ONE	85/177,779	11/16/2010	N/A	N/A	<b>Pending</b>
OMEGA SEA	85/194,990	12/10/2010	N/A	N/A	<b>Pending</b>