

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
Good Harbor Fillet Company LLC		01/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American Seafoods, L.P.		
Street Address:	2025 First Avenue, Suite 900		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98121		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76109833	FISH IN A FLASH	
Serial Number:	76252772	GOOD HARBOR FILLET	
Serial Number:	76631231	HEALTHY CATCH	
Serial Number:	76114497	WE'VE GOT SOUL...AND FISH TOO	
Serial Number:	77798562	HAPPY SHRIMP	
CORRESPONDENCE DATA			
Fax Number:	(617)646-8646		
Phone:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	A0747.40000US00		

OP \$140.00 76109833

NAME OF SUBMITTER:	Douglas R. Wolf
Signature:	/drw/
Date:	02/09/2012
Total Attachments: 5 source=A0747 - Trademark Assignment -part1#page1.tif source=A0747 - Trademark Assignment -part1#page2.tif source=A0747 - Trademark Assignment -part1#page3.tif source=A0747 - Trademark Assignment -part1#page4.tif source=A0747 - Trademark Assignment -part1#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “**IP Assignment Agreement**”), dated as of January 12, 2012, is entered into by and between American Seafoods, L.P., a Delaware limited partnership (“**Buyer**”) and Good Harbor Fillet Company LLC, a Delaware limited liability company (“**Seller**”). All capitalized terms used in this IP Assignment Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement executed by and among Buyer, Seller and CREO Capital Partners LLC, a Delaware limited liability company (“**CREO**”), of equal date herewith (the “**Purchase Agreement**”).

RECITALS

WHEREAS, Buyer is on the date hereof acquiring certain assets and assuming certain liabilities related to the Business and to receive certain services from Seller on an interim basis following the purchase and assumption of such assets and liabilities pursuant to the Purchase Agreement;

WHEREAS, it is a condition to closing under the Purchase Agreement that Seller assign to Buyer the Intellectual Property Assets, and Seller is willing to so assign the Intellectual Property Assets on the terms provided for herein;

NOW, THEREFORE, in consideration of the Purchase Price and other good and valuable consideration as stated in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Seller hereby assigns and transfers to Buyer, and Buyer hereby accepts, all of Seller’s rights, title and interest in and to the Intellectual Property Assets including all trademarks and service marks, without limitation, set forth on Exhibit A attached hereto, and any other registrations or applications therefor in the United States or any foreign jurisdiction, together with the goodwill of the business symbolized by said marks, to all income and royalties, and to all damages, claims, and causes of action relating to infringement of the Intellectual Property Assets, including the right to collect damages for such infringements, the same to be held and enjoyed by Buyer, for its own use and on behalf of its successors and assigns .

2. **Further Assurances.** Seller shall execute such other or additional instruments of transfer or conveyance in respect of the Intellectual Property Assets as are reasonably requested by Buyer, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office or any foreign agency which may be reasonably necessary for vesting title to the Intellectual Property Assets in Buyer, its successors, assigns and legal representatives or nominees. Notwithstanding the foregoing, Buyer shall use its commercially reasonable efforts to identify, prepare and file, within three (3) months following the date hereof, all such documents necessary to vest title to the Intellectual Property Assets in Buyer.

3. **Disclaimer.** Seller and Buyer covenant and agree that the representations, warranties, covenants and agreements of the parties contained in the Agreement shall not merge

into or with this IP Assignment Agreement, but shall survive this IP Assignment Agreement and become a part hereof and shall continue in full force and effect for the period specified in the Agreement as though set forth herein at length. Seller and Buyer, by their execution of this IP Assignment Agreement, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the Agreement shall be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this IP Assignment Agreement and that the terms and conditions of the Agreement shall govern the transfer of the Intellectual Property Assets including, without limitation, the rights of indemnification as set forth in Article 6 of the Agreement.

4. Counterparts. The provisions of this IP Assignment Agreement shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

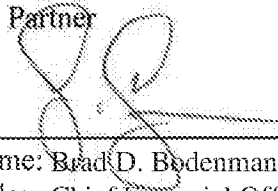
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement as of the date and year first written above.

AMERICAN SEAFOODS, L.P.

By: ASC Management, Inc., its General

Partner

By: _____

Name: Brad D. Bodenman

Title: Chief Financial Officer

GOOD HARBOR FILLET COMPANY LLC

By: Good Harbor Food Group LLC,
its Managing Member

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement as of the date and year first written above.

AMERICAN SEAFOODS, L.P.

By: ASC Management, Inc., its General
Partner

By: _____
Name:
Title:

GOOD HARBOR FILLET COMPANY LLC

By: Good Harbor Food Group LLC,
its Managing Member

By: _____
Name: Gregory Burt
Title: Manager

EXHIBIT A

IP Assets

Trademarks and Trademark Applications:

COUNTRY	REG #	REG DATE	SERIAL #	FILED DATE	MARK
United States	76/109833	August 6, 2002		August 16, 2000	Fish in a Flash
United States	76/252772	May 8, 2001		May 8, 2001	TriGood Harbor Fillet
United States	76/631231	April 25, 2006		February 14, 2005	Healthy Catch
United States	76/114497	July 22, 2003		August 23, 2000	We've got Soul and... Fish Too
United States			77-798562	August 6, 2009	Happy Shrimp