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
Off The Dock Fresh Seafood, Inc.		08/31/2011	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Off the Dock Seafood, LLC
Street Address:	3511 Sky Harbor Cv.
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38118-5999
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4083403	OFF THE DOCK

CORRESPONDENCE DATA

Fax Number: 9017674010
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 901 525-6781
Email: tkitai@evanspetree.com
Correspondent Name: Ted Kitai
Address Line 1: 1000 Ridgeway Loop Road, Suite 200
Address Line 4: Memphis, TENNESSEE 38120

NAME OF SUBMITTER:	Ted Kitai
Signature:	/Ted Kitai/
Date:	09/18/2012

Total Attachments: 19

OP $40.00 4083403

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 31st day of August, 2011, by and among Off the Dock Seafood, LLC, a Tennessee limited liability company ("Assignee"), and American Seafood Company, Inc., a Tennessee corporation ("ASI") and Off the Dock Fresh Seafood, Inc., a Tennessee corporation ("OTD" and, together with ASI, the "Assignor").

Recitals

WHEREAS, as of the date hereof, Assignor has conveyed to Assignee substantially all of the assets of Assignor (collectively, the "Assets"), as more particularly described in and as contemplated by that certain Contribution Agreement dated as of August 26, 2011 (the "Contribution Agreement") by and between ASI and OTD; and

WHEREAS, Section 2.3(b) of the Contribution Agreement provides for the execution of an assignment and assumption agreement by the parties thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Assumed Contracts (all of which are identified on Exhibit A-1 hereto with respect to ASI and Exhibit A-2 hereto with respect to OTD), the Accounts Receivable, the Proprietary Rights, and the Assumed Liabilities (as such terms are defined in the Purchase Agreement).

2. Assumption of Obligations. Assignee hereby accepts the assignment from Assignor of the Assumed Liabilities (all of which are identified on Exhibit B-1 hereto with respect to ASI and Exhibit B-2 hereto with respect to OTD) and Assignee hereby assumes and agrees to timely pay, perform and discharge all of the Assumed Liabilities, including Assignor's performance obligations under the Assumed Contracts and Assumed Liabilities.

3. Other Liabilities Excluded. The parties acknowledge and agree that Assignee is not assuming, nor under any circumstances shall Assignee be obligated to pay, assume or be responsible for (nor shall any of the Assets be or become liable for or subject to) any Excluded Liabilities.

4. Contribution Agreement. This Agreement, being further documentation of the sales, conveyances, transfers, assignments, assumptions and indemnifications contemplated by the Purchase Agreement, neither expands upon nor limits the rights, obligations, responsibilities, liabilities and indemnifications of the parties under the Contribution Agreement.

5. Benefit; Purpose; Modification. This Agreement shall inure to the benefit of and be binding upon Assignee, Assignor, and their respective legal representatives, successors and assigns. The sole purposes hereof are to assign certain rights to Assignee and to relieve Assignor of certain liabilities and obligations and not to create third party beneficiary rights. Therefore, this Agreement may be modified

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by a writing signed by Assignee and Assignor without the consent of any third party.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

AMERICAN SEAFOOD COMPANY, INC.

By: _____
Its: President

OFF THE DOCK FRESH SEAFOOD, INC.

By: _____
Its: President David Fonstone

ASSIGNEE:

Off the Dock Seafood, LLC

By: _____
Its: President David Fonstone

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by a writing signed by Assignee and Assignor without the consent of any third party.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

AMERICAN SEAFOOD COMPANY, INC.

By: _____
Its: President

OFF THE DOCK FRESH SEAFOOD, INC.

By: _____
Its: _____

ASSIGNEE:

Off the Dock Seafood, LLC

By: _____
Its: _____

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement"), dated as of August 26, 2011, is entered into by and among American Seafood Company, Inc., a Tennessee corporation ("ASI"), Choice Food Group, Inc., a Tennessee corporation ("Choice" and, together with ASI, the "Choice Parties"), Off the Dock Fresh Seafood, Inc., a Tennessee corporation ("OTD"), and David Feinstone, an individual ("Feinstone" and, together with OTD, the "OTD Parties").

RECITALS

A. ASI and OTD are engaged in the business of wholesale distribution of certain seafood and seafood-related products in and around Nashville and Memphis, Tennessee (the "Business").

B. Each of ASI and OTD desires to transfer to Off the Dock Seafood, LLC, a limited liability company to be established at or prior to the Closing (as hereinafter defined) (the "LLC"), substantially all of the assets of each of ASI and OTD used in connection with the Business and, in connection therewith, the LLC shall assume certain enumerated obligations and liabilities related to such assets and/or to the Business, in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

CONTRIBUTION OF ASSETS

1.1 Transfer of Assets. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, each of ASI and OTD shall convey, transfer, assign and deliver to the LLC, as capital contributions, and Buyer shall accept from ASI and OTD, the Assets (as defined in Article 1.3 hereof) all capitalized terms used and not otherwise defined herein shall have the meanings set forth in Article 1.3). Notwithstanding anything contained herein to the contrary, the Excluded Assets are specifically excluded from the Assets and shall be retained by ASI or OTD, as applicable.

1.2 Assumption of Liabilities. Upon the terms and subject to the conditions contained herein, at the Closing Date, the LLC shall assume the Assumed Liabilities.

1.3 Excluded Liabilities. Notwithstanding any other provision of this Agreement, except for the Assumed Liabilities, the LLC shall not assume, or otherwise be responsible for, any Excluded Liabilities.

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1.4 Consideration. The consideration for the transfer and assignment of the Assets, the Assumed Contracts and the other agreements contemplated herein, and for other of ASI's and OTD's agreements and indemnities contained herein, will be the issuance by the LLC of fifty percent (50%) of its aggregate membership interests to each of ASI and OTD. Immediately prior to Closing, ASI and OTD shall determine the net value of the liquid assets contributed by each of them to the LLC, in accordance with the following methodology: Current assets will be valued at cost, with the cost of inventory being based on a physical count immediately prior to Closing, and prepaid assets will be valued at their amortized cost. In addition, ASI and OTD shall determine the value of liabilities assumed by the LLC from each of ASI and OTD and shall subtract such liability values from the value of liquid assets contributed by each of them. In the event the net capital contribution determined as of the Closing Date (the "Estimated Contributions") of either of ASI or OTD exceeds the net capital contribution of the other, then the party whose net capital contribution is greater shall receive cash from the LLC, in the amount of such excess, in order that each party's total contribution of liquid assets is equal to the other's. As soon as practicable following the expiration of ninety (90) days after the Closing, ASI and OTD shall perform a new calculation of the current assets contributed by each of them to the LLC at the Closing and of the liabilities assumed by the LLC from each of them, in each case based on the actual collections of accounts receivable and accrual of liabilities as of the Closing Date and assumed by the LLC (the "Final Calculation"). In the event the Final Calculation results in either ASI or OTD having made a higher or lower contribution than determined by the Estimated Contributions, then the LLC will pay to ASI or OTD, as the case may be, the amount that is necessary to cause the actual contribution of each of them to be equal.

ARTICLE 2

CLOSING

2.1 Closing Date. The closing of the transactions provided for herein shall take place at the offices of Cumberland Law Group, LLPC, Suite 203, 421 East Iris Drive, Nashville, Tennessee, at 9:00 a.m. on August 31, 2011, or at such other place, time or date as the parties may mutually agree to. The date on which the Closing occurs is referred to herein as the "Closing Date" or the "Closing"; provided, however, that the Closing shall not occur until after each of the conditions set forth in Articles 7 and 8 herein have been satisfied or waived by the relevant party.

2.2 Transfer of Possession. On the Closing Date, each of ASI and OTD, through its duly authorized officers, will put the LLC into full possession of the Assets.

2.3 Instruments of Transfer and Assumption. At the Closing, ASI and OTD, as applicable, will execute and deliver to the LLC:

(a) one or more "Bills of Sale" in the form of Exhibit A attached hereto, conveying in the aggregate all of their respective owned personal property included in the Assets,

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(b) an "Assignment and Assumption Agreement" in the form of Exhibit B attached hereto, with respect to the Assumed Contracts and Leases and evidencing the LLC's assumption of the Assumed Liabilities;

(c) a "Noncompetition Agreement" in substantially the form of Exhibit C attached hereto;

(d) an "Employment Agreement" in substantially the form of Exhibit D attached hereto, to be executed by the LLC and Felnstone;

(e) an "Operating Agreement" of the LLC in substantially the form of Exhibit E attached hereto; and

(f) such other endorsements, assignments, assumptions and other instruments of transfer in form and substance reasonably satisfactory to each party, in each case, with such other appropriate instruments of title and consents of third parties, reasonably necessary to effectively transfer the Assets, the Assumed Liabilities and the Assumed Contracts.

2.4 Other Matters. Each of the foregoing documents shall be executed and delivered to the parties thereto. The parties shall deliver the certificates and other actions described in Articles 7 and 8.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

The Choice Parties jointly and severally represent and warrant to the OTD Parties with respect to the Choice Assets and Choice Liabilities, and the OTD Parties jointly and severally represent and warrant to the Choice Parties with respect to the OTD Assets and OTD Liabilities, as follows, with each party's representations and warranties being expressly limited to its own (or its affiliated corporation's) Assets and Liabilities:

3.1 Organization and Standing. Each of them is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee and is not required to be qualified to do business in any other State. Each of them has all necessary corporate power and authority to carry on the business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to execute and deliver this Agreement and the other instruments referred to herein and to perform its obligations thereunder.

3.2 Power and Authority. Each of them has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement and the other instruments referred to herein, to consummate the transactions contemplated hereby and to perform its obligations hereunder. Each of this Agreement and such other instruments have been duly authorized, executed and delivered by the Choice Parties and the OTD Parties.

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respectively, and constitute the legal, valid and binding obligations of each of them, and are enforceable against each of them, respectively, in accordance with its terms.

3.3 Consents Required. The execution, delivery and performance of this Agreement or the other instruments referred to herein by the Choice Parties and the OTD Parties, respectively, and the consummation of the transactions contemplated hereby or thereby do not require any of them to obtain any consent, approval or action of, or make any filing with or give notice to, any corporation, partnership, person, firm or other entity or any public, governmental or judicial authority for any reason, except as set forth on Schedule 3.3(a) with respect to the Choice Parties, and Schedule 3.3(b) with respect to the OTD Parties.

3.4 Accounts Payable, Inventory and Accounts Receivable.

(a) Each of ASI and OTD has (i) discharged its accounts payable and other current liabilities and obligations relating to its business and operations in accordance with past practice, but in any event in all cases before materially past due (except when in bona fide dispute) and (ii) purchased and maintained raw materials and inventory in an amount and of a type and character consistent with past practices and the reasonable requirements of the business and intended to facilitate the sound operation of the business of such party with regard to its current requirements and expectations. No inventory of ASI or OTD is on at the Closing will be obsolete.

(b) All Accounts Receivable of ASI and OTD are reflected properly on its respective books and records, represent valid and enforceable obligations arising from bona fide transactions in the ordinary course of business, and are collectible except to the extent of any reserves for uncollectible accounts set forth on the most recent Financial Statement of ASI or OTD, as the case may be. Such Accounts Receivable are subject to no valid defenses, claims or rights of set off, except to the extent of appropriate reserves for bad debts as shown on such party's most recent Financial Statements, the amount of which does not exceed the corresponding amounts shown on such Financial Statements. No account debtor has communicated to ASI or OTD that it has refused or has threatened to refuse to pay any portion of such Accounts Receivable.

3.5 Financial Statements. (a) ASI has delivered to OTD true, complete and correct copies of ASI's unaudited balance sheet dated December 31, 2010, and the related statement of income for the period then ended, (the "ASI Financial Statements"), and (b) OTD has delivered to ASI (i) true, complete and correct copies of OTD's unaudited balance sheets dated December 31, 2010, and the related statement of income for the period then ended, and (ii) true, complete and correct copies of its corporate federal income tax returns for the immediately preceding tax year (collectively, the "OTD Financial Statements" and, together with the ASI Financial Statements, the "Financial Statements"). The Financial Statements (i) are in accordance with the books and records of the applicable party, (ii) have been prepared on the basis of generally accepted accounting principles in the case of ASI, and on the accounting basis used by OTD for federal income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles, throughout the periods covered thereby and (iii) fairly and accurately present the assets, liabilities (including all reserves) and financial position of the

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taking into account all valid extensions of due dates); each of ASI and OTD has timely paid all Taxes required to be paid;

(b) no federal income Tax Returns filed by ASI or OTD have been audited by the Internal Revenue Service (the "IRS");

(c) no waivers of statutes of limitation are in effect with respect to Taxes of ASI or OTD;

(d) there are no Returns that are presently under examination with respect to Taxes, and there are no outstanding notices of proposed or actual audit, examination or investigation with respect to Taxes of ASI or OTD;

(e) no deficiencies for any Taxes have been proposed, asserted or assessed against ASI or OTD which remain unpaid; and

(f) there is no basis for, and the consummation of the transactions contemplated hereby will not, result in any reassessment in personal property, use, franchise, or similar taxes for prior years, the effect of which could be to impose on the LLC any liability for such Taxes with respect to any period prior to Closing or create or permit the imposition of a lien on any assets of the LLC following Closing.

As used herein, the term "Taxes" means (i) all federal, state, local, foreign and other net income, gross income, gross receipts, franchise, estimated, sales, use, withholding, employment, property, value added, license, capital, duty, import tariff or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto, (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary or other similar group for any period, or otherwise through operation of law and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other person; and the term "Returns" means all returns, declarations, reports, statements and other documents required to be filed in respect of Taxes.

3.10 Contracts and Other Agreements. (a) Each of ASI and OTD has delivered or will deliver to the other all of the contracts and other agreements hereinafter referred to in this Section 3.10, to which it is a party or by or to which it or its assets or properties are bound or subject or which impact the Business:

(i) contracts and other agreements for the sale of any of its assets or properties other than in the ordinary course of business or for the grant to any person of any preferential rights to purchase any of its assets or properties;

(ii) leases (whether for real or personal property), and rental agreements; and

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(iii) all other contracts and agreements that are material to the Business.

(b) There is no default by ASI or OTD under any contract or other agreement described in this Section (including any Lease), and neither of them has knowledge of any breach or anticipatory breach by any other party thereto.

3.11 Environmental Matters.

(a) Compliance With Environmental Laws. Each of ASI and OTD has conducted the Business in compliance with all federal, state, local or foreign laws, statutes, ordinances, regulations, rules, judgments, orders, notice requirements, court decisions, agency guidelines or principles of law, registrations and licenses which (i) regulate or relate to the protection or clean-up of the environment, the use, treatment, storage, transportation, handling, disposal or Release of Hazardous Substances, the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants or other natural resources or the health and safety of persons or property, including without limitation protection of the health and safety of employees; or (ii) impose liability with respect to any of the foregoing, including without limitation the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resource Conservation & Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA"), Safe Drinking Water Act (21 U.S.C. §349; 42 U.S.C. §300f-300j-26), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) ("CERCLA"), or any other similar federal, state or local law or similar effect, each as amended. (All of the above are, collectively, the "Environmental Laws.")

(b) Permits. Each of ASI and OTD has, and at all times has had, all Permits required under any Environmental Law and the Business is, and at all times has been, in compliance with all such Permits.

(c) Notice of Violation. Neither ASI nor OTD has received any notice at any time that it is or was claimed to be in violation of or in non-compliance with the conditions of any Permit required under any Environmental Law or the provisions of any Environmental Law.

(d) Pending Actions. There is not now pending or threatened, nor any basis for, nor has there ever been, any Action against the ASI or OTD under any Environmental Law or otherwise with respect to any Release or mishandling of any Hazardous Substance.

(e) Hazardous Substances. There is not and has not been any Hazardous Substance used, generated, created, stored, transported, disposed of, handled or otherwise existing on, under, about or from any facility used in the Business, except for quantities of any such Hazardous Substances stored or otherwise held on, under or about any facility at which the business is conducted in full compliance with all Environmental Laws and necessary for the operation of the Business.

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In the event that any party elects to terminate this Agreement pursuant to Section 11.1(a), (b), (c), or (d) hereof, the terminating party shall deliver a written notice to the other parties to this Agreement declaring its election to so terminate this Agreement in accordance with the provisions of Section 11.1(a), (b), (c), or (d), as the case may be, and setting forth therein the basis for such termination. If this Agreement so terminates, it shall become null and void and have no further force or effect, except as provided in Section 11.2.

11.2 Survival. If this Agreement is terminated and the transactions contemplated hereby are not consummated as described above, this Agreement shall become void and of no further force and effect, except that such termination shall not affect the rights of any party as to any breach of the terms hereof prior to the termination of this Agreement.

ARTICLE 12

MISCELLANEOUS

12.1 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be sent by certified U.S. mail, postage prepaid and return receipt requested, addressed as follows:

(a) If to the Choice Parties to:

Choice Food Group, LLC
618 Church Street, Suite 220
Nashville, TN 37219
Attn: Jerry Walker

(ii) If to the OTD Parties to:

David Feinstone
3511 Sky Harbor Cove
Memphis, TN 38118

Any party may by notice given in accordance with this Section 12.1 to the other parties designate another address or person for receipt of notices hereunder.

12.2 Entire Agreement. This Agreement (along with all documents referred to in this Agreement contains the entire agreement of the parties with respect to the purchase of the Assets and related transactions, and supersedes all prior agreements written or oral with respect thereto.

12.3 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Agreement may be amended, superseded, canceled, renewed or extended, and

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the terms hereof may be waived, only by a written instrument signed by each of the parties or, in the case of a waiver, by the party waiving compliance. The failure of any party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition. No waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, shall preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity. The rights and remedies of any party based upon, arising out of or otherwise in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement contained in this Agreement shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement contained in this Agreement (or in any other agreement between the parties) as to which there is no inaccuracy or breach.

12.4 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Tennessee applicable to agreements made and to be performed entirely within such State.

12.5 Expenses; Attorneys' Fees. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses, except as otherwise provided in Section 5.5 above. Notwithstanding the foregoing, should any litigation be commenced concerning this Agreement or the rights and duties of any party with respect to it, the party prevailing shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for such party's attorneys' fees and expenses determined by the court in such litigation.

12.6 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by any party without the written consent of the other party hereto, except that Buyer may assign this Agreement to a corporation or other entity controlled by Buyer and/or Buyer's spouse. Any non-permitted assignment or attempted assignment shall be void.

12.7 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.8 Headings. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

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12.9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

ARTICLE 13

DEFINITIONS

13.1 Defined Terms. As used herein, the terms below shall have the following meanings. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"Accounts Receivable" shall mean all accounts and notes receivable, refunds, deposits, prepayments or prepaid expenses of ASI or OTD which are related to the Business;

"Applicable Law" means, with respect to any Person, any domestic or foreign, federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Governmental Authority (including any Environmental Law) applicable to such Person or any of its affiliates.

"Assets" shall mean all of the right, title and interest in and to the business, properties, assets and rights of any kind, whether tangible or intangible, real or personal, and constituting, or used or useful in connection with, or related to, the Business, including without limitation all of ASI's and OTD's right, title and interest in and to the following:

(a) all Inventory;

(b) all machinery, fixtures and equipment used in the Business;

(c) all leases of personal property used in the Business;

(d) all supplies, sales literature, promotional literature, customer, supplier and distributor lists, display units, telephone and fax numbers and purchasing records;

(e) Accounts Receivable;

(f) Rights to the name under which it conducts the Business (and variations thereof);

(g) the Proprietary Rights; and

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(h) all goodwill relating to the foregoing;

but excluding therefrom the Excluded Assets. "ASI Assets" shall mean any of the foregoing if and to the extent owned or used by ASI prior to the Closing, and "OTD Assets" shall mean any of the foregoing if and to the extent owned or used by OTD prior to the Closing.

"Assumed Contracts" means (i) all contracts of ASI and OTD which are material to the Business and which are not rejected by the other party and (ii) any other Contracts which the other party, in its sole discretion, elects to accept and assume. No Contract which relates to Excluded Assets shall be an Assumed Contract pursuant to clause (i) above.

"Assumed Liabilities" means the following specifically listed liabilities relating to the Assets:

(a) the obligations and liabilities accruing, arising out of, or relating to events or occurrences happening after the Closing Date under the Assumed Contracts and leases, but not including any obligations or liability for any breach of any such Assumed Contract or lease occurring on or prior to the Closing Date;

(b) trade payables incurred in the ordinary course of business not more than sixty (60) days prior to the Closing Date; and

(c) such other Liabilities as ASI and OTD shall agree will be assumed by the LLC, all of which shall be itemized on an Exhibit to the Assignment and Assumption Agreement.

"ASI Liabilities" shall mean Liabilities of ASI which are included in the Assumed Liabilities, and "OTD Liabilities" shall mean Liabilities of OTD which are included in the Assumed Liabilities.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder.

"Contract" means any agreement, contract, note, loan, evidence of indebtedness, purchase order, letter of credit, franchise agreement, undertaking, covenant not to compete, employment agreement, license, instrument, obligation or commitment to which ASI or OTD is a party or is bound, whether oral or written, but excluding all Leases.

"Deferred Revenue" means any amount for which ASI or OTD, as applicable, has received payment but for which such party has not yet fulfilled its obligation to provide the associated service or product.

"Encumbrance" means any claim, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, right-of-way, encroachment, building or use restriction, conditional sales agreement, encumbrance or other right of third parties, whether voluntarily incurred or arising by

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operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

"Excluded Assets" means, notwithstanding anything contained herein to the contrary, the following assets which are not to be acquired by the LLC hereunder and which shall be retained by ASI or OTD, as applicable:

(a) the minute books and other corporate records of ASI and OTD; and

(b) all claims, causes of action, rights of recovery and rights of set-off of any kind against any person or entity arising out of or relating to the Assets or the Business to the extent related to the Excluded Liabilities.

"Excluded Liabilities" means, except for Assumed Liabilities, any and all liabilities or obligations of ASI and OTD, whether actual or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown, whether arising out of occurrences prior to, at or after the date hereof, which Excluded Liabilities include, without limitation:

(a) Except as provided in clause (a) of the definition of "Assumed Liabilities", any liability or obligation to or in respect of any employees or former employees of ASI or OTD including, without limitation, (i) any employment agreement, whether or not written, between either ASI or OTD and any person, (ii) any liability under any Benefit Plan at any time maintained, contributed to or required to be contributed to by or with respect to ASI or OTD or under which either of them may incur liability, or any contributions, benefits or liabilities therefor, or any liability with respect to ASI's or OTD's withdrawal or partial withdrawal from or termination of any Benefit Plan, and (iii) any claim of an unfair labor practice, or any claim under any state unemployment compensation or worker's compensation law or regulation or under any federal or state employment discrimination law or regulation, which shall have been asserted on or prior to the Closing Date or is based on acts or omissions which occurred on or prior to the Closing Date;

(b) Any liability or obligation of ASI or OTD in respect of any Tax;

(c) Any liability arising from any injury to or death of any person or damage to or destruction of any property, whether based on negligence, breach of warranty, strict liability, enterprise liability or any other legal or equitable theory arising from defects in products manufactured or from services performed by or on behalf of ASI or OTD or any other person or entity on or prior to the Closing Date;

(d) Any liability or obligation of ASI or OTD arising out of or related to any action against either of them or any action which adversely affects the Assets and which shall have been asserted on or prior to the Closing Date or to the extent the basis of which shall have arisen on or prior to the Closing Date;

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(e) Any liability or obligation of ASI or OTD resulting from entering into, performing its obligations pursuant to or consummating the transactions contemplated by, this Agreement;

(f) Any liability or obligation arising out of CERCLA, any equivalent state statute or any other Environmental Law; and

(g) Any account payable existing as of the Closing Date except as otherwise provided in clause (c) of the definition of Assumed Liabilities.

"Governmental Authority" means any foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

"Hazardous Material" means any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or is a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

"Income Tax" means any federal, state, local or foreign Tax imposed on or measured by gross or net income or a taxable base in the nature of gross or net income (including franchise, alternative, minimum, alternative minimum, add-on, and surcharge and other similar Taxes), any Tax imposed in whole or in part in lieu of any of the foregoing, and in each instance any interest (including interest on deferred tax liability under Section 453A(c) of the IRC and "look-back" interest under Section 460 of the IRC and similar amounts of interest imposed by the IRC), penalties, additions to tax or similar charges attributable to such Tax.

"Inventory" shall mean all of ASI's and OTD's inventory of goods held for sale, raw materials, work in process, and supplies used in the Business.

"IRC" means the Internal Revenue Code of 1986, as amended.

"Liability" or "Liabilities" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

"Losses" means all losses, costs, claims, liabilities, damages, lawsuits, deficiencies, demands and expenses (whether or not arising out of third-party claims), including without limitation interest, penalties, costs of litigation, losses in connection with any Environmental Law (including without limitation any clean-up, remedial, corrective or responsive action), lost profits and other losses resulting from any shut down or curtailment of operations, damages to

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the environment, attorneys' fees, and all amounts paid in the investigation, defense or settlement of any of the foregoing.

"Permits" means all licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, any Governmental Authority, whether foreign, federal, state or local, or any other person, necessary or desirable for the past, present or anticipated conduct of, or relating to the operation of the Business.

"Person" means an individual, corporation, partnership, association, trust, estate or other entity or organization, including a Governmental Authority.

"Proprietary Rights" means all intellectual property, confidential information, and proprietary information owned or used by ASI and OTD in connection with the Business, including, without limitation, (a) all trade marks, service marks, trade dress, trade names and corporate names presently or previously used by such party, (b) all registered and unregistered statutory and common law copyrights, (c) all trade secrets, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, information, drawings, specifications, designs, plans, technical and computer data, databases, documentation and software, financial, business and marketing plans, and customer and supplier lists and related information, (d) all agreements, commitments, contracts, understandings, licenses, assignments or indemnities relating or pertaining to an asset, property or right of the character described in the preceding clauses to which such party is a party, (e) all web sites and internet domain names relating to the Business and the exclusive right to display, prepare, reproduce, create derivative works based on, and operate the same, and (f) all other intellectual property.

"Release" shall mean and include all spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, migrating within the environment or disposing into the environment or the workplace of any Hazardous Substance, and otherwise as defined in any Environmental Law.

"Treasury Regulation" means any final, proposed or temporary regulations promulgated under the IRC.

"Working Capital" means the value of current assets which are included in the Assets, less the value of current liabilities which are included in the Assumed Liabilities, all determined in accordance with the accounting method described in Section 3.5.

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

"OTD PARTIES"

OFF THE DOCK, INC.,
a Tennessee corporation

By: _____
David Feinstone
Title: President

_____
David Feinstone

"ASI PARTIES"

CHOICE FOOD GROUP, INC.,
a Tennessee corporation

By: _____
Title: President

AMERICAN SEAFOOD COMPANY, INC.,
a Tennessee corporation

By: _____

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

"OTD PARTIES"

OFF THE DOCK, INC.,
a Tennessee corporation

By: _____
David Feinstone
Title: President

_____
David Feinstone

"ASI PARTIES"

CHOICE FOOD GROUP, INC.,
a Tennessee corporation

By: _____
Title: President

AMERICAN SEAFOOD COMPANY, INC.,
a Tennessee corporation

By: _____

RECORDED: 09/18/2012
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