

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
Queen Fisheries, Inc.		12/27/2012	CORPORATION: ALASKA

RECEIVING PARTY DATA

Name:	East Point Group, LLC
Street Address:	12351 Lake City Way NE, Ste. 103
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98125
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	73387220	EAST POINT
Registration Number:	1272956	EAST POINT

CORRESPONDENCE DATA

Fax Number: 2063400902
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2066892177
 Email: sbuckholtz@helsell.com
 Correspondent Name: Shelley Buckholtz
 Address Line 1: 1001 Fourth Avenue Ste 4200
 Address Line 4: Seattle, WASHINGTON 98154

ATTORNEY DOCKET NUMBER:	BENDIKSEN
NAME OF SUBMITTER:	Shelley Buckholtz attorney
Signature:	/Shelley Buckholtz attorney/

OP \$65.00 73387220

Date:

12/28/2012

Total Attachments: 2

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ASSIGNMENT OF ASSETS AND ASSUMPTION OF LIABILITIES

This Assignment and Assumption Agreement is made as of the close of business of the last business day prior to December 28, 2012 between Queen Fisheries, Inc., an Alaskan Corporation (collectively "Assignor"), and East Point Group, LLC, a Washington limited liability company ("Assignee").

Assignor has been in the real estate holding business and previously the fisheries business, and now desires to transfer its interest in all of its assets, both real and personal, and additional intellectual property and business to the Assignee in exchange for limited liability company units of the Assignee;

By Consent of its Manager, the Assignee is authorized to acquire Assignor's business and assets as a contribution to capital in exchange for limited liability company units.

Accordingly, it is agreed as follows:

1. Transfer.

The undersigned Assignor hereby transfers, assigns, and delivers, effective as of the close of business on the last business day before December 28, all of its right, title, and interest in the assets of Queen Fisheries, Inc., and the assets specified on Exhibit A attached hereto and made a part hereof, including but not limited to, the following:

- a. All cash and accounts receivable of Queen Fisheries, Inc. as of the opening of business on December 28, 2012;
- b. All inventory, equipment, tools, and other assets used in the business;
- c. All expendable items and supplies used in connection with the business of Queen Fisheries, Inc.;
- d. All leases and other agreement, telephone numbers, rights to do business under the name Queen Fisheries, Inc., and goodwill associated therewith, and other intangible assets of the business; and
- e. All accounting and business records, correspondence, documents, and similar items and assets necessary or appropriate to the continuation of the business of Queen Fisheries, Inc.

2. Assumption of Liabilities.

The Assignee hereby assumes and agrees to pay, and indemnify and hold Assignor harmless from and against, the liabilities of Assignor which are described on Exhibit B attached hereto and made a part hereof.

3. Issuance of Company Units.

Assignee shall issue Ten Thousand (10,000) Company units to the Assignor as soon as practicable after the execution of this Agreement.

IN WITNESS WHEREOF the Assignor and Assignee by its duly authorized Manager have executed this Agreement effective December 28, 2012.

ASSIGNOR:

Queen Fisheries, Inc., an Alaska corporation




Odin Bendiksen, Its President

ASSIGNEE:

East Point Group, LLC, a

Washington limited liability company



Odin Bendiksen, Manager