

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Nicola International, Inc.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: CA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: K2K Distribution, Inc.
Street Address: 2300 Canada Blvd
City: Glendale
State: CA
Country: USA Zip: 91208

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 08/16/2013

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____
B. Trademark Registration No.(s) 3,046,519

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Shilton Tuna Fish in Oil (And design)

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: K2K Distribution, Inc.
Internal Address: _____
Street Address: 2300 Canada Blvd
City: Glendale
State: CA Zip: 91208
Phone Number: 818-536-3663
Docket Number: _____
Email Address: sheliadokoloukani@gmail.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

9. Signature: [Signature] Date: 11/05/13

Name of Person Signing: ANTHONY MACHADOLOUKANI Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment/Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450
→ sheliadokoloukani@gmail.com

OP \$40.00 304651

**ASSIGNMENT OF MARK AND
REGISTRATION OF SAID MARK**

WHEREAS, Nicola International Inc. (hereinafter, "ASSIGNOR"), a California corporation having an address of 11119 Dora St., Sun Valley, CA 91352-3339, has adopted and used a mark, SHILTON TUNA FISH IN OIL (AND DESIGN), and for which a United States Patent and Trademark Office registration has been obtained (U.S. Trademark Registration No. 3,046,519, shown below) for tuna fish in oil in international class 029:

SHILTON

Tuna Fish
In Oil

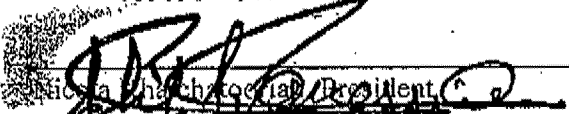


And WHEREAS, K & K Distribution, Inc., a California corporation having an address of 2300 Canada Blvd, Glendale, CA 91208 (hereinafter "ASSIGNEE") is desirous of acquiring said mark and the application for registration thereof,

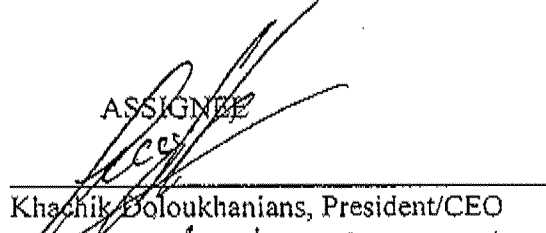
NOW, FOR GOOD AND VALUABLE CONSIDERATION, including \$1.00, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby quitclaim assign unto ASSIGNEE, all right, title, and interest in and to the said mark and said registration for said mark, together with the good will of the business symbolized by the mark.

Other than to state that ASSIGNOR is not aware of any liens against said mark or any issues of conflict due to any U.S. use of said mark, ASSIGNOR provides the mark, the goodwill and the registration "as is." ASSIGNOR advises ASSIGNEE that it is ASSIGNOR's understanding that renewal papers for the registration are believed due by January 17, 2016. ASSIGNEE understands that ASSIGNOR has no liability for maintenance of the registration and/or mark after the execution of this Assignment, and that it is ASSIGNEE's responsibility to maintain the mark and registration after the execution of this Agreement. ASSIGNEE also acknowledges receipt of a copy of the trademark registration and file history as downloaded from the US Trademark Office.

ASSIGNOR


Nicola International Inc. / President
Date: 08/16/2013, 2013

ASSIGNEE


Khachik Doloukhanians, President/CEO
Date: 08/16/2013, 2013

TRADEMARK

REEL: 005163 FRAME: 0433