

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wildcatch, Inc.		05/23/2009	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wildcatch, LLC		
Street Address:	1118 E. Fifth Avenue		
City:	Anchorage		
State/Country:	ALASKA		
Postal Code:	99501		
Entity Type:	LIMITED LIABILITY COMPANY: ALASKA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3343915	WILDCATCH	
Registration Number:	3359620	WILDCATCH	
Registration Number:	3676099	WILD SKY	
CORRESPONDENCE DATA			
Fax Number:	2062233929		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-382-2600		
Email:	jfeil@sksp.com		
Correspondent Name:	Jonathan I. Feil		
Address Line 1:	999 Third Avenue, Suite 2525		
Address Line 4:	Seattle, WASHINGTON 98104-4089		
NAME OF SUBMITTER:	Jonathan I. Feil		
SIGNATURE:	/Jonathan I. Feil/		
DATE SIGNED:	05/14/2014		
Total Attachments: 8			
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CERTIFICATE

I, Scott Blake, hereby certify:

(1) I am the President of Copper River Seafoods, Inc., an Alaska corporation, and held that position on May 23, 2009.

(2) Copper River Seafoods, Inc. is currently the manager and sole member of Wildcatch, LLC, an Alaska limited liability company, and was the manager and majority member of the company on May 23, 2009.

(3) The attached Asset Purchase Agreement is a true and correct conformed copy of an extract from the document evidencing the conveyance, assignment and transfer from Wildcatch, Inc., a Washington corporation, to Wildcatch, LLC, an Alaska limited liability company, of the entire interest and the goodwill in the following trademarks registered in the United States Patent and Trademark Office:

WILDCATCH (& design) - Registration No. 3343915

WILDCATCH (& design) - Registration No. 3359620

WILD SKY - Registration No. 3676099

IN WITNESS WHEREOF, I have hereby subscribed my name this May 13, 2014.



Scott Blake

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of this 22nd day of May, 2009, by and among **WILDCATCH, INC.** ("Seller"), a Washington corporation; **WARREN GIBBONS** ("Buck"); **JON SAARHEIM** ("Jon"); **WILDCATCH, LLC** ("Wildcatch"), an Alaska limited liability company, and **COPPER RIVER SEAFOODS, INC.** ("CRS"), an Alaska corporation.

RECITALS

A. Seller is engaged in the business of wholesale and retail fish packaging and sale (the "Business");

B. Seller desires to sell certain assets and properties used in the Business; and

C. Seller and CRS have formed an Alaska limited liability company ("Wildcatch"), which shall purchase some of the assets and properties used in the Business, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained herein, and subject to the conditions hereinafter set forth, the parties hereby agree as follows:

1. Sale of Assets. On the Closing Date (as defined hereinafter), Seller shall sell, convey, assign, transfer, and deliver to CRS, free and clear of any liens or encumbrances (including without limitation any debt owed by Seller to any officer, director, shareholder, or affiliate of any such officer, director, or shareholder), and Wildcatch shall purchase and acquire from Seller, all of Seller's right, title, and interest in and to the assets of Seller identified in this Section 1 (collectively, the "Purchased Assets");

1.1 The leased premises used in the Business located at 2694 Roeder Avenue and 710 Squalicum Parkway, Bellingham, Washington, together with the improvements and fixtures located on such leased premises (such premises and the improvements and fixtures located thereon shall be referred to herein collectively as the "Property");

1.2 All equipment, machinery, furniture, and furnishings used or held for use in the Business (the "Equipment"), including without limitation the items described in Schedule 1.2;

1.3 All fish inventory ("Fish Inventory"), including without limitation that Fish Inventory more particularly described in Schedule 1.3;

1.4 All packaging inventory (the "Package Inventory"), including without limitation that Package Inventory more particularly described in Schedule 1.4;

1.5 All right, title, and interest of Seller in those marketing contracts and other agreements of Seller pertinent to the Business ("Business Agreements"), including, without limitation, those marketing contracts and agreements listed on Schedule 1.5;

1.6 All supplier lists, customer lists, telephone lists and telephone numbers, websites and domain names, and all material files and records (including computer records related to present and assumed Business operations) of Seller relating to the Business as listed on Schedule 1.6;

1.7 To the extent transferable and solely in connection with the Business, all prepaid expenses of Seller, all surety bonds, surety deposits, security deposits, letters of credit, and other such instruments posted by or on behalf of Seller as security for Seller's performance of any purchase order, contract, or agreement of Seller to be transferred to CRS pursuant to this Agreement, including, without limitation, those identified in Schedule 1.7;

1.8 All right, title and interest of Seller in brand names, trade names, and trade and service marks owned or licensed by Seller which are used or held for use in the Business, including, without limitation, those identified in Schedule 1.8 and pursuant to the assignment attached as Exhibit A;

1.9 All copyrights, processes, software (including documentation and source code listings), licenses, technology, know-how, trade secrets, and all other technical information of Seller used in the Business, including, without limitation, those identified in Schedule 1.9;

1.10 All goodwill associated with the Business;

1.11 All certificates, government licenses, permits and authorizations related to the Business, to the extent assignable, including, without limitation, those identified in Schedule 1.11;

1.12 The covenants of Seller, Buck, and Jon not to compete with the business of Wildcatch, the terms of which are set forth in Employment and Non-Compete Agreements attached hereto as Exhibit B and in Section 8.6 of this Agreement; and

1.13 All other assets, whether tangible or intangible, not hereinabove expressly mentioned which, as of the Closing Date, are solely related to the Business and are owned by Seller or in which Seller has an assignable right, title, or interest, except for the Excluded Assets (as defined in Section 2 below).

2. Excluded Assets. It is expressly understood that, except as otherwise provided herein, none of the cash on hand, accounts receivable, accounts payable, or marketable securities are included as Purchased Assets or otherwise

If to Wildcatch, to: Copper River Seafoods, Inc.
ATTN: Scott Blake
1400 East 1st Avenue
Anchorage, AK 99501
Telephone: 907.522.7806
Facsimile: 907.222.0348

12.7 Amendment. This Agreement may be amended only by written instrument executed by the parties hereto.

12.8 Entire Agreement. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein.

12.9 Waiver. Any default, misrepresentation, or breach of any covenant or warranty by a party in connection with this Agreement may be waived in writing by the other party. No such waiver shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any covenant or warranty, or affect any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of any covenant or warranty.

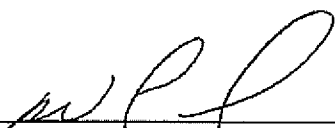
12.10 Governing Law; Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Alaska. Venue for any action on, or pursuant to, this Agreement shall be in the Alaska State Courts, at Anchorage, Alaska.

12.11 Public Announcements. Prior to the Closing Date, neither Seller nor CRS shall make any public statements, including, without limitation, any press releases, with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other party, except as may be required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their/its duly authorized officers on the day and year set forth next to their signatures below.

SELLER: **WILDCATCH, INC.**, a Washington corporation

5, 23, 05
Date

By: 
Its: Warren "Buck" Gibbons
President and Shareholder

5-23-09
Date

By: Jon Saarheim
Jon Saarheim
Its: Vice President and Shareholder

CRS:

COPPER RIVER SEAFOODS, INC., an Alaska corporation

5-23-09
Date

By: Scott A Blake
Scott Blake
Its: President

WARREN "BUCK" GIBBONS:

5.23.09
Date

WRG
Individually

JON SAARHEIM

5.23.09
Date

Jon Saarheim
Individually

WILDCATCH:

WILDCATCH, LLC, an Alaska limited liability company

By: **COPPER RIVER SEAFOODS, INC.**, an Alaska corporation

Its: Manager

Date 5-23-09

By: 
Scott Blake
Its: President

SCHEDULE 1.8

BRAND NAMES, TRADE NAMES, AND TRADE AND SERVICE MARKS OWNED OR
LICENSED BY SELLER

WILDCATCH	REGISTRATION NO.	3343915
WILDFISH CATCH	REGISTRATION NO.	3359620
WILDSKY	REGISTRATION NO.	3676099

ASSIGNMENT

WILDCATCH, INC. (hereinafter referred to as "ASSIGNOR"), a Washington corporation with a mailing address of 1050 Larrabee Avenue, Suite 104-325, Bellingham, WA, 98225, assigns all if its rights, title and interest in the following U.S. Trademarks:

- Registration No. 3343915 for the mark WILDCATCH, which was registered in the U.S. Patent and Trademark Office on 11-27-2007 in Class 29;
 - Registration No. 3359620 for the mark WILDCATCH, which was registered in the U.S. Patent and Trademark Office on 12-25-2007 ~~AND~~ in Class 31; and
 - Registration No. 3676099 for the mark WILDSKY, which was registered in the U.S. Patent and Trademark Office on 02-16-2009.
- Unregistered: Wildcatch for pets; Wildfish (hereinafter "the Trademarks").

WILDCATCH, LLC, (hereinafter referred to as "ASSIGNEE"), an Alaska limited liability company with a mailing address of 1400 East 1st Avenue, Anchorage, Alaska, 99501, accepts the Trademarks and the registrations therefor;

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, I do hereby assign to Wildcatch, LLC, all right, title, and interest in and to any and all rights associated with the Trademarks, including domestic and foreign trademark rights and all common law trademark rights associated with the Trademarks, and further including the goodwill of the business symbolized thereby.

Signed at Anchorage, Alaska, effective this 23 day of May, 2009.

WILDCATCH, INC.

Signature: /Warren Gibbons/

Name: Warren Gibbons

Title: President