

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wildcatch, LLC		02/06/2012	LIMITED LIABILITY COMPANY: ALASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Copper River Seafoods, Inc.		
<b>Street Address:</b>	1118 E. Fifth Avenue		
<b>City:</b>	Anchorage		
<b>State/Country:</b>	ALASKA		
<b>Postal Code:</b>	99501		
<b>Entity Type:</b>	CORPORATION: ALASKA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3343915	WILDCATCH	
<b>Registration Number:</b>	3359620	WILDCATCH	
<b>Registration Number:</b>	3676099	WILD SKY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2062233929		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	206-382-2600		
<b>Email:</b>	jfeil@sksp.com		
<b>Correspondent Name:</b>	Jonathan I. Feil		
<b>Address Line 1:</b>	999 Third Avenue, Suite 2525		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104-4089		
<b>NAME OF SUBMITTER:</b>	Jonathan I. Feil		
<b>SIGNATURE:</b>	/Jonathan I. Feil/		
<b>DATE SIGNED:</b>	05/14/2014		
<b>Total Attachments: 5</b>			
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OP \$90.00 3343915

TRADEMARK



## CERTIFICATE

I, Scott Blake, hereby certify:

(1) I am the President of Copper River Seafoods, Inc., an Alaska corporation, and held that position on February 6, 2012.

(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 February 6, 2012.

(3) The attached Agreement Regarding Ownership is a true and correct conformed copy of an extract from the document evidencing the conveyance, assignment and transfer from Wildcatch, LLC, an Alaska limited liability company, to Copper River Seafoods, Inc., an Alaska corporation, 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

## AGREEMENT REGARDING OWNERSHIP

THIS AGREEMENT REGARDING OWNERSHIP (the "Agreement") is made among WARREN GIBBONS ("Gibbons"), JON SAARHEIM ("Saarheim"), and COPPER RIVER SEAFOODS, INC., ("CRS"), regarding the ownership of WILDCATCH, LLC (the "LLC").

WHEREAS, CRS, Gibbons, and Saarheim were the members (collectively, the "Members") of the LLC; and

WHEREAS, CRS, Gibbons, and Saarheim entered into an Agreement to Purchase Minority Ownership (the "Purchase Agreement") dated and effective as of December 15, 2011, whereby CRS agreed to purchase the ownership interests of Gibbons and Saarheim in the LLC; and

WHEREAS, Gibbons and Saarheim will no longer be Members of the LLC;

NOW, THEREFORE, the Members of the LLC agree as follows:

1. **TRANSFER OF MEMBERSHIP INTEREST.** Gibbons and Saarheim are each owners of 15% of the LLC. The Membership Interest of each shall be transferred to CRS. The consideration for this purchase shall be:

2. **TRANSFER OF CAPITAL ACCOUNT.** CRS shall assume the obligations and receive the benefit of any Capital Contribution and any Capital Account of Gibbons and Saarheim. As of January 1, 2012, CRS shall be entitled to and shall receive all allocations of net income and net losses that have accrued or been allocated to Gibbons and/or Saarheim before this transfer.

3. **WAIVER OF PROVISIONS OF TRANSFER UNDER OPERATING AGREEMENT.** The Members of the LLC hereby waive any rights that they might have to object to the transfer to CRS. As a result of this waiver and consent, the Members acknowledge and agree that the transfer is approved and that CRS shall have the right to exercise any of the powers, rights and privileges of a Member with respect to the transferred Membership Interests. Gibbons and Saarheim shall cease to be Members upon transfer of their respective Membership Interests, and thereafter they shall have no further powers, rights, or privileges as a Member. The Members of the LLC hereby waive, for themselves and for the LLC, any right of first refusal or right of first offer, including the provisions for notice, pursuant to the Operating Agreement for the LLC (the "Operating Agreement") or otherwise.

4. PRIOR ASSET PURCHASE AGREEMENT. The parties previously entered into an Asset Purchase Agreement, dated May 22, 2009 (the "Asset Purchase Agreement"), whereby CRS and the LLC purchased some of the assets of the business then owned by Gibbons and Saarheim. Gibbons and Saarheim acknowledge that the provisions of that Asset Purchase Agreement which provide for the employment of Gibbons and Saarheim are hereby terminated and of no further effect and the separate employment agreements of Gibbons and Saarheim executed in connection with the Asset Purchase Agreement are terminated and of no further force or effect. The terms and conditions of the employment of Gibbons and Saarheim by CRS are now contained in the Purchase Agreement.

5. REAFFIRMATION OF PURCHASE AGREEMENT. Except as expressly changed in this Agreement, the Purchase Agreement is ratified and reaffirmed and will continue in full force and effect. A copy of the Purchase Agreement is attached hereto as Exhibit "B".

6. TRANSFER OF WILDCATCH, LLC, TRADEMARKS. The LLC agrees to assign all of its trademarks and brand names to CRS, pursuant to the Assignment attached hereto as Exhibit "A".

7. NO ASSIGNMENT, SUCCESSORS, ASSIGNS, ETC. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their respective heirs, personal representatives, successors, and assigns.

8. COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument

9. ARBITRATION. Except as necessary to obtain emergency relief, such as the prejudgment attachment of assets, no civil action concerning any dispute arising under the terms of this Agreement shall be instituted before any court, and all such disputes shall be submitted to final and binding arbitration to be commenced with and held under the auspices and rules of the American Arbitration Association ("AAA") in Anchorage, Alaska. Prior to arbitration, the parties shall mediate any dispute before a mediator of their mutual choosing or to be selected by the arbitrator. The parties shall each select one arbitrator, and those two arbitrators shall thereafter select a third arbitrator. The arbitrators may hear summary motions, make such procedural rulings as they deem appropriate, and resolve all questions of law and fact. The prevailing party in any such arbitration shall be awarded its reasonable attorney's fees and costs.

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.

11. RELEASE AND WAIVER. For valuable consideration, including, but not limited to, cancellation of the promissory note described above, Gibbons and Saarheim

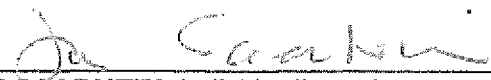
each completely release and forever discharge CRS and the LLC, its officers, directors, stockholders, members, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, assigns, and all other persons, firms, or corporations, liable or who might be claimed to be liable, from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, and compensation of any nature whatsoever, whether based on contract or other theory of recovery, and whether for compensatory or punitive damages, which Gibbons or Saarheim now has, or which may hereafter accrue or otherwise be acquired by them which result in any way from the facts and circumstances surrounding the mutual rights, obligations, and conduct of the parties with respect to the LLC and the transfer of membership described in this Agreement. Gibbons and Saarheim agree to defend, at their own cost and expense, indemnify, and hold CRS harmless from and against all such claims, demands, obligations, actions, causes of action, damages, costs, and expenses.

DATED this \_\_\_\_\_ day of February, 2012.

February 6, 2012

  
\_\_\_\_\_  
WARREN GIBBONS, individually and as a  
member of the LLC

February    , 2012

  
\_\_\_\_\_  
JON SAARHEIM, individually and as a  
member of the LLC

COPPER RIVER SEAFOODS, INC.

February 6, 2012

By: /Scott Blake/  
SCOTT BLAKE  
Its: President

LLC:

WILDCATCH, LLC, an Alaska limited liability  
company

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

Its: Manager

February 6, 2012

Date

/Scott Blake/  
By: Scott Blake  
Its: President

EXHIBIT "A"

FORM OF ASSIGNMENT OF TRADEMARKS

ASSIGNMENT

WILDCATCH, LLC (hereinafter referred to as "Assignor"), an Alaska limited liability company, with a mailing address of 1118 East 5<sup>th</sup> Avenue, Anchorage, Alaska, 99501, 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, class 29;
- Registration No. 3359620 for the mark WILDCATCH, which was registered in the U.S. Patent and Trademark Office on 12-25-2007, class 31; AND
- Registration No. ~~77671447~~ <sup>3676099</sup> for the mark WILDSKY, which was filed in the U.S. Patent and Trademark Office on February 16, 2009.

(hereinafter "the Trademarks"). *Wildcatch for Pets • Wildfish*

COPPER RIVER SEAFOODS, INC., an Alaska corporation (hereinafter referred to as "Assignee"), with a mailing address of 1118 East 5<sup>th</sup> 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, the Assignor assigns to Assignee, 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 16 day of February, 2012.

WILDCATCH, LLC.

Signature: *Jon Saabheim*

Name: JON SAABHEIM

Title: Member