

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alaska Fresh Seafoods, Inc.		03/11/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Trident Seafoods Corporation		
Street Address:	5303 Shilshole Ave., N.W.		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98107		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3065251	AFS	
Registration Number:	3027695	ALASKA FRESH	
CORRESPONDENCE DATA			
Fax Number:	2067577097		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2067578097		
Email:	seatm@dwt.com, michaelamason@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101-3045		
ATTORNEY DOCKET NUMBER:	64929-414		
NAME OF SUBMITTER:	Cindy L. Caditz		
SIGNATURE:	/Cindy Caditz/		
DATE SIGNED:	08/06/2014		
Total Attachments: 5			
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TRADEMARK

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of March 11, 2014, is made by Alaska Fresh Seafoods, Inc., a Washington corporation and Alaska Fresh Seafood By-Products, Inc., an Alaska corporation (collectively, the "**Sellers**"), in favor of Trident Seafoods Corporation, a Washington corporation (the "**Buyer**"), the purchaser of certain assets of Sellers pursuant to that Asset Purchase Agreement between Buyer and Sellers, dated as of March 11, 2014 (the "**Agreement**").

WHEREAS, under the terms of the Agreement, Sellers have sold, assigned, transferred, conveyed and delivered to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Agreement, the payment of the consideration stipulated in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably sell, assign, transfer, convey and deliver to Buyer, and Buyer hereby accepts, all of Sellers' rights, titles and interests in, to and under the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers authorize the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers have duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

ALASKA FRESH SEAFOODS, INC.

ALASKA FRESH SEAFOOD BY-PRODUCTS, INC.

By: [Signature]
Name: TED L. OTNESS
Title: PRESIDENT

By: [Signature]
Name: TED L. OTNESS
Title: PRESIDENT

Address for Notices:

Address for Notices:

Alaska Fresh Seafoods, Inc.

Alaska Fresh Seafood By-Products, Inc.

Att: _____

Att: _____

AGREED TO AND ACCEPTED:

TRIDENT SEAFOODS CORPORATION

By: _____
Name: _____
Title: _____

Address for Notices:

Trident Seafoods Corporation

Att: _____

SIGNATURE PAGE TO IP ASSIGNMENT

IN WITNESS WHEREOF, Sellers have duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

ALASKA FRESH SEAFOODS, INC.

ALASKA FRESH SEAFOOD BY-PRODUCTS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for Notices:

Address for Notices:

Alaska Fresh Seafoods, Inc.

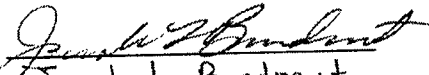
Alaska Fresh Seafood By-Products, Inc.

Att: _____

Att: _____

AGREED TO AND ACCEPTED:

TRIDENT SEAFOODS CORPORATION

By: 
Name: Joseph L. Bundrant
Title: CEO

Address for Notices:

Trident Seafoods Corporation

Att: Bob Nelson
5303 Shilshole Ave NW
Seattle WA 98107

SIGNATURE PAGE TO IP ASSIGNMENT

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Serial Number	File Date	Reg. Number	Reg. Date	Word Mark	Class	Live /Dead	Owner
78-478,356	8/13/2004	3,065,251	3/7/2006	AFS	29		Alaska Fresh Seafoods, Inc.
78-467,358	8/13/2004	3,027,695	12/13/2005	Alaska Fresh	29		Alaska Fresh Seafoods, Inc.

DWT 23629741v1 0064929-000390