

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orion Seafood International, Inc.		12/16/2014	CORPORATION: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Mills Seafood Ltd.		
Street Address:	5 Mills Street		
City:	Bouctouche, NB		
State/Country:	CANADA		
Postal Code:	E4S 3S3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86074608	LOVER'S CREEK	
Serial Number:	86074634	LOVER'S RIVER	
Registration Number:	4487612	SUPERFREEZE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	603-669-1000		
Email:	kmendoza@devinemillimet.com		
Correspondent Name:	Kristin A. Mendoza		
Address Line 1:	111 Amherst Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
ATTORNEY DOCKET NUMBER:	017597-083600		
NAME OF SUBMITTER:	Kristin A. Mendoza		
SIGNATURE:	/Kristin A. Mendoza/		
DATE SIGNED:	12/29/2014		
Total Attachments: 3			
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source=Assignment of Trademarks (M2790604x9DD8D)#page2.tif			

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is made this 16 day of December, 2014, by and between ORION SEAFOOD INTERNATIONAL, INC., a New Hampshire corporation (the "Assignor") and MILLS SEAFOOD LTD., an organization organized under the laws of Canada (the "Assignee").

RECITALS

WHEARES, the Assignor is the owner of the certain registered trademarks and trademark applications as identified on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, the Assignor desires to assign to the Assignee all of its rights and interests to the Trademarks, including all goodwill attaching thereto, and the Assignee desires to accept such assignment and to assume all obligations pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment.

(a) The Assignor hereby grants, transfers, assigns, and conveys to the Assignee, its successors and assigns, the entire title, right, interest, ownership and all subsidiary rights in and to the Trademarks including all goodwill attaching thereto for Assignee's sole use and control as fully and entirely as those rights would have been held by Assignor if this assignment and sale had not been made including, but not limited to, the right to secure service mark or trademark registration with the United States Patent and Trademark Office and the right to secure renewals, reissues, and extensions of any such Trademarks registration in the United States of America or any foreign country.

(b) The Assignor hereby confirms that the Assignee and its successors and assigns, owns the entire title, right and interest in the Trademarks, including the right to register or reserve any derivative name based upon any reasonable derivation of the Trademarks. The Assignor agrees that no rights in the Trademarks are retained by the Assignor.

2. Further Action. The Assignor agrees to take all actions and cooperate as is reasonable and necessary to protect the Assignee's right to the Trademarks and further agrees to execute any document that might be reasonably necessary to perfect the Assignee's ownership of the Trademarks with the United States Patent and Trademark Office and/or any other applicable agencies in other jurisdictions.

3. Headings. The headings used herein are inserted for convenience of reference only and shall not define, limit, extend or describe the scope of this Agreement or affect the construction or interpretation hereof.

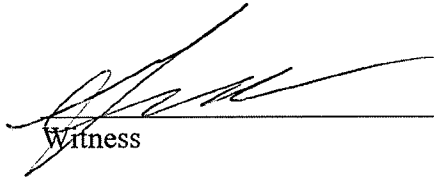
4. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

5. Complete Agreement. This Agreement sets forth the entire agreement by and between the Assignor and the Assignee concerning the subject matter hereof.

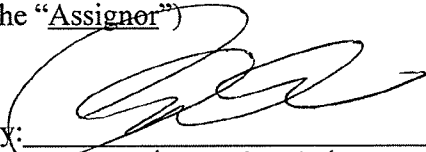
6. Governing Law; Jurisdiction. This Agreement shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire, excluding choice of law rules or rulings. The parties hereto consent to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder, and expressly waive any and all objections that any of them may have as to venue in any such courts.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by each of the parties hereto as of the date hereinbefore first written.

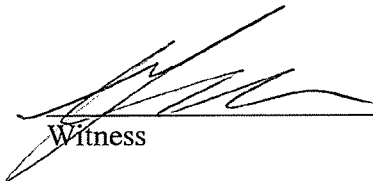
ORION SEAFOOD INTERNATIONAL,
INC.
(the "Assignor")



Witness

By: 
Name: CHARLES ANASTASIA
Title: CEO

MILLS SEAFOOD LTD.
(the "Assignee")



Witness

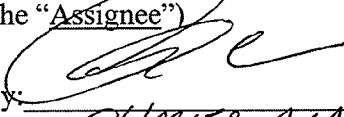
By: 
Name: CHARLES ANASTASIA
Title: DIRECTOR

Exhibit A

Trademarks

1. LOVER'S CREEK, U.S. Application Serial No. 86/074,608
2. LOVER'S RIVER, U.S. Application Serial No. 86/074,634
3. SUPERFREEZE, U.S. Registration No. 4,487,612, registered on February 25, 2014
4. LOVER'S CREEK, Canadian Application No. 1,660,201
5. LOVER'S RIVER, Canadian Application No. 1,660,200
6. SUPERFREEZE, Canadian Application No. 1,628,207