

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kyorin Co., Ltd.		11/01/2014	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	Hikari Sales USA, Inc.		
Street Address:	2804 McCone Avenue		
City:	Hayward		
State/Country:	CALIFORNIA		
Postal Code:	94545-1663		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2455563	SINKING WAFERS	
CORRESPONDENCE DATA			
Fax Number:	5107854785		
<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:	510-785-3244		
Email:	chris@hikariusa.com		
Correspondent Name:	Chris Clevers		
Address Line 1:	2804 McCone Avenue		
Address Line 4:	Hayward, CALIFORNIA 94545-1663		
ATTORNEY DOCKET NUMBER:	SINKING WAFES ASSIGNMENT		
NAME OF SUBMITTER:	Christopher Clevers		
SIGNATURE:	/ckc/		
DATE SIGNED:	02/12/2015		
Total Attachments: 2			
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OP \$40.00 2455563

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), effective as of November 1, 2014 (the "Effective Date"), is by and among KYORIN CO., LTD., a corporation organized under the laws of Japan having a principal place of business at 9, Minami-Machi Himeji City JAPAN 670-0912 ("Assignor") on the other hand, and Hikari Sales USA, Inc., a California corporation having a principal place of business at 2804 McCone Avenue, Hayward, California 94545 ("Assignee") on the other hand.

WHEREAS, Assignor represents that it is the sole and exclusive owner of all rights, title and interest in and to the trademark SINKING WAFERS in the United States, used on and in connection with fish foods, including without limitation the goodwill associated therewith, all common law rights therein, and U.S. Registration No. 2455563 (collectively, the "Mark");

WHEREAS, Assignee is a wholly owned subsidiary of Assignor, and since November 1, 2006, Assignee has been the exclusive licensee and sole user of the Mark in the United States; and

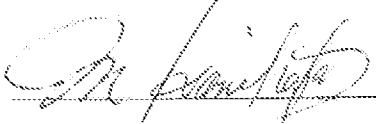
WHEREAS, the parties wish to assign to Assignee all of Assignor's rights, titles and interests in and to the Mark in the United States *nunc pro tunc* as of the Effective Date;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignee, the parties intending to be legally bound, agree as follows:

1. The WHEREAS clauses set forth above are incorporated and made substantive provisions of this Agreement.
2. Assignor hereby assigns to Assignee, and its successors and assigns, *nunc pro tunc* as of the Effective Date, all of its rights, title and interest in and to the Mark, including without limitation all common law rights in said Mark, the goodwill of the business symbolized by said Mark, U.S. Registration No. 2455563, and the right to commence an action and recover for past, present and future infringements of the Mark.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered *nunc pro tunc* as of the Effective Date.


ASSIGNOR: KYORIN CO., LTD.

Signed: 
By: Michiko Kamihata
Title: President

ACCEPTANCE OF ASSIGNMENT

Assignee hereby accepts the assignment of the Mark, and hereby confirms this acceptance *nunc pro tunc* as of the Effective Date.

ASSIGNEE: HIKARI SALES USA, INC.

Signed: 
By: Christopher Clevers
Title: President

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