

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Icelandic Group HF		01/02/2016	LIMITED LIABILITY COMPANY: ICELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Icelandic Trademark Holding EHF		
<b>Street Address:</b>	Borgartún 27		
<b>City:</b>	Reykjavik		
<b>State/Country:</b>	ICELAND		
<b>Postal Code:</b>	IS-105		
<b>Entity Type:</b>	privately held corporation: ICELAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2223841	ICELANDIC SEAFOOD	
<b>Registration Number:</b>	1667742	ICELANDIC	
<b>Registration Number:</b>	0990949	ICELANDIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046982007		
<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>			
<b>Phone:</b>	804-775-1071		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Robin C. Vance, McGuireWoods LLP		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 2:</b>	Gateway Plaza		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-3916		
<b>ATTORNEY DOCKET NUMBER:</b>	2061556-0004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Robin C. Vance, McGuireWoods LLP		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-3916		
<b>NAME OF SUBMITTER:</b>	Robin C. Vance		

OP \$90.00 2223841

<b>SIGNATURE:</b>	/Robin C. Vance/
<b>DATE SIGNED:</b>	02/18/2016
<b>Total Attachments: 4</b> source=Icelandic Trademark Holding Assignment#page1.tif source=Icelandic Trademark Holding Assignment#page2.tif source=Icelandic Trademark Holding Assignment#page3.tif source=Icelandic Trademark Holding Assignment#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 2, 2016 (the "Effective Date"), is made by and between Icelandic Group HF, a limited liability company of Reykjavik, Iceland ("Assignor"), and Icelandic Trademark Holding EHF, a privately held corporation of Reykjavik, Iceland ("Assignee") (each a "Party" and together, the "Parties").

WHEREAS, Assignor owns the trademarks set forth on Exhibit A attached hereto (the "Trademarks") and the goodwill of the business that Assignor has developed in the Trademarks (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring the Trademarks, together with the Goodwill;

WHEREAS, Assignor desires to transfer all of Assignor's right, title and interest in the Trademarks and Goodwill to Assignee;

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Grant of Assignment. Assignor does hereby grant, convey, sell, transfer and assign unto Assignee, its successors and assigns: (a) all right, title and interest held by Assignor, in the United States, whether formally protected by way of application or registration or otherwise based at common law, the Trademarks; (b) Assignor's Goodwill symbolized by such said Trademarks; and (c) all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present or future infringement of said Trademarks or injury to said Goodwill, together with the right to sue or recover the same in Assignor's Name.

2. Recordation and Further Actions. Each of the Assignors hereby authorize and request the officials of all countries in which any of the Trademarks, Copyrights and/or Know-How/Trade Secrets now or in the future will be issued to issue any formal protections related thereto to the Assignee for the sole use and enjoyment of the Assignee, its successors and assigns. Each of the Assignors hereby agrees to give Assignee all assistance reasonably required to perfect the rights hereinabove defined, including the execution of necessary papers, all lawful acts reasonably requisite in connection with the prosecution, assignment, enforcement and disclaimer of each and every formal protection based upon the foregoing, without further compensation and assistance or cooperation in legal proceedings.

3. Further Assurances. Each Party agrees to execute, acknowledge and deliver all such additional documents, and to do all such other acts and things, all in accordance with applicable law, as may be necessary or appropriate to more fully and effectively to carry out the purposes and intent of this Assignment.

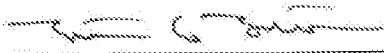
4. Binding Effect. This Assignment is binding upon the Parties and their respective successors, assigns and representatives.

5. Counterparts. This Assignment may be executed in any number of counterparts, each full set of which shall be deemed an original, with the same effect as if the signatures were upon the same instrument.

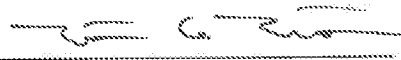
[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be executed by their duly authorized officers as of the Effective Date.

**ICELANDIC GROUP HF**


By:   
Name: Jonathan G. Johannsson  
Title: CFO

**ICELANDIC TRADEMARK HOLDING EHF**

By:   
Name: Jonathan G. Johannsson  
Title: BOARD MEMBER

**EXHIBIT A**

United States Trademarks

Mark	Serial No./ Registration No.	Registration Date	Goods/Services
ICELANDIC SEAFOOD (and design) 	2,223,841	February 16, 1999	IC 29: fresh seafood, frozen seafood, smoked seafood, and cured and processed seafood
ICELANDIC	1,667,742	December 10, 1991	IC 29: fresh seafood; smoked seafood; and cured processed seafood.
ICELANDIC	990,949	August 13, 1974	IC 29: frozen seafood products