# OP \$215.00 2272408

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM457925

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

### **CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type                   |
|-----------------------|----------|----------------|-------------------------------|
| Stavis Seafoods, Inc. |          | 01/12/2018     | Corporation:<br>MASSACHUSETTS |

### **RECEIVING PARTY DATA**

| Name:             | Stavis Seafoods LLC                      |
|-------------------|--|
| Street Address:   | 212 Northern Avenue                      |
| Internal Address: | First Pier West, Suite 305               |
| City:             | Boston                                   |
| State/Country:    | MASSACHUSETTS                            |
| Postal Code:      | 02210                                    |
| Entity Type:      | Limited Liability Company: MASSACHUSETTS |

### **PROPERTY NUMBERS Total: 8**

| Property Type        | Number  | Word Mark                                |  |
|----------------------|---------|--|--|
| Registration Number: | 2272408 | BOSN                                     |  |
| Registration Number: | 2272409 | BOSTON PRIDE                             |  |
| Registration Number: | 3942104 | CHILLFRESH                               |  |
| Registration Number: | 3949199 | CHILLFRESH PEAK OF SEASON FRESHNESS ALLY |  |
| Registration Number: | 5082785 | OCEAN DELIGHT                            |  |
| Registration Number: | 2349150 | PRINCE EDWARD                            |  |
| Registration Number: | 3322827 | PRINCE EDWARD                            |  |
| Registration Number: | 3322829 | PRINCE EDWARD                            |  |

### **CORRESPONDENCE DATA**

**Fax Number:** 6175743518

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.

**Phone:** 6175743518

**Email:** smordas@goulstonstorrs.com

Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER: Stacey A. Mordas

TRADEMARK REEL: 006248 FRAME: 0921

900435420

| SIGNATURE:  | /s/ Stacey A. Mordas                   |  |
|---|--|--|
| DATE SIGNED:  | 01/12/2018                             |  |
| Total Attachments: 4  |  |  |
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| source=13 - Stavis - IMV - Stavis IP Assignment - Execution Version#page2.tif |  |  |
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| source=13 - Stavis - IMV - Stavis IP Ass                                      | signment - Execution Version#page4.tif |  |

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") is entered into as of January 12, 2018 by and between Stavis Seafoods, Inc., a Massachusetts corporation ("Assignor"), and Stavis Seafoods LLC, a Massachusetts limited liability company ("Assignee").

WHEREAS, Assignor has adopted, is using and is the owner of all right, title and interest in, to and under the trademark registrations and domain name registrations set forth in <u>Schedule</u> 1 attached hereto and made a part hereof (collectively, the "**Properties**"); and

WHEREAS, in connection with a reorganization of Assignor's business, Assignor desires to transfer the Properties and associated good will to Assignee, and Assignee desires to acquire such Properties and good will from Assignor; and

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement dated as of even date herewith pursuant to which Assignor has agreed to convey, assign and transfer the Properties to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, transfers and delivers unto Assignee all of Assignor's rights, title and interest in and to the Properties, together with (a) the good will of the business symbolized by and associated with the Properties, (b) all applications for registration, registrations, renewals and statements of use thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Properties or the registrations thereof or such associated good will.

AND ASSIGNOR HEREBY appoints each officer or other authorized representative of Assignee as Assignor's true and lawful attorney-in-fact ("Attorney-in-Fact"), with full power of substitution, for Assignor and in its name, place and stead and on its behalf and for its use and benefit to execute and deliver all documents and instruments in such form and with such substance and to take all actions on behalf of Assignor that such Attorney-in-Fact deems necessary, advisable or appropriate in order to transfer to and vest in Assignee all of the foregoing rights in the Properties and otherwise to effectuate the assignment set forth herein, including without limitation a document conferring upon NTD Patent & Trademark Agency Limited as attorney for the establishment and protection of the BOS'N Mark in China, the necessary Network Solutions, LLC Registrant Name Change Agreement and to correspond with Network Solutions, LLC to authorize transfer of the domain name registrations specified on Schedule 1 and any filings with the U.S. Patent and Trademark Office and the applicable trademark offices and registrars of domain names in any other jurisdiction that may be necessary to reflect Assignee's title to the Properties.

AND ASSIGNOR HEREBY agrees to cooperate with Assignee and to follow Assignee's instructions in order to effectuate the transfer of the Properties in a timely manner.

AND ASSIGNOR HEREBY represents that it has the right to convey the entire interest herein assigned, and that it has not executed any agreement in conflict herewith, effective the date first written above.

{Signatures follow on next page}

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed as of January 12, 2018.

ASSIGNOR:

STAVIS SEAFOODS, INC.

Name:

Title: TKEAK

Signsoure Page in Spaces 19 Assignment

# ASSIGNEE:

STAVIS SEAFOODS LLC

By: Stavis Seafoods, Inc., its managing member

By: Many J J J J Name: MARY FREMING
Title: TREATURER

## **SCHEDULE 1**

# **Properties**

# **Trademarks**

| <u>Mark</u>   | <u>Jurisdiction</u> | Reg. No. | Reg. Date  |
|---------------|---------------------|----------|------------|
|               | China               | 1447877  | 9/21/2010  |
| Bos'n         | Massachusetts       | 80706    | 7/8/1965   |
| BOSN          | United States       | 2272408  | 8/24/1999  |
| BOSTON PRIDE  | United States       | 2272409  | 8/24/1999  |
| Chillfresh    | United States       | 3942104  | 4/5/2011   |
| Chillians.    | United States       | 3949199  | 4/19/2011  |
| OCEAN DELIGHT | United States       | 5082785  | 11/15/2016 |
| PRINCE EDWARD | United States       | 2349150  | 5/9/2000   |
| Prince Edward | United States       | 3322827  | 10/30/2007 |
| Prince Edward | United States       | 3322829  | 10/30/2007 |

# **Domain Names**

- 1. www.stavis.com
- 2. www.bosnseafood.com
- 3. www.bostonprideseafood.com
- 4. www.foodsfromthesea.com
- 5. www.princeedwardseafood.com

4820-5141-4105.3 TRADEMARK
RECORDED: 01/12/2018 REEL: 006248 FRAME: 0926