

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seattle Fish Company of New Mexico, Inc.		04/01/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	SF Acquisition Corp.		
Doing Business As:	Seattle Fish Company of New Mexico		
Street Address:	18531 S. Broadwick Street		
Internal Address:	Attn: Roger A. O'Brien		
City:	Rancho Dominguez		
State/Country:	CALIFORNIA		
Postal Code:	90220		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78633946	SEATTLE FISH COMPANY OF NEW MEXICO	
CORRESPONDENCE DATA			
Fax Number:	9495538354		
<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:	(949) 851-5460		
Email:	wklinger@allenmatkins.com		
Correspondent Name:	Warren Klinger		
Address Line 1:	1900 Main Street, 5th Floor		
Address Line 2:	Allen Matkins LLP		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Roger A. O'Brien		
SIGNATURE:	/roger o'brien/		
DATE SIGNED:	04/13/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "**Trademark Assignment**"), dated as of April 1, 2018, is made by Seattle Fish Company of New Mexico, Inc., a Nevada corporation ("**Seller**"), in favor of SF Acquisition Corp., a California corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement dated as of March 8, 2018, as amended, by and among (a) SF Acquisition Corp., a California corporation ("**Buyer**"), (b) Santa Monica Seafood Company, a California corporation ("**SMS**"), (c) Seattle Fish Company of New Mexico, Inc., a Nevada corporation ("**Seller**"), (d) Craig R. Risk, an individual ("**Risk**"), and (e) Darrin Amador, an individual ("**Amador**") (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property, including all trademarks, of Seller, and to specifically effect the assignment of all trademarks, Seller agrees to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller 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, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller agrees to take such steps and actions and to provide such cooperation and assistance to Buyer

and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement are not superseded hereby but 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement govern.

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

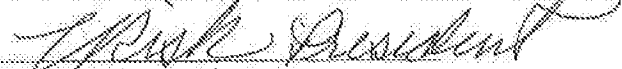
5. Successors and Assigns. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby is governed by, and construed in accordance with, the laws of the United States and the State of New Mexico, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Mexico or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SEATTLE FISH COMPANY OF NEW MEXICO, INC., a Nevada corporation

By: 
Craig R. Risk, President

ACKNOWLEDGEMENT:

SF ACQUISITION CORP., a California corporation

By: _____
Roger A. O'Brien, President and CEO

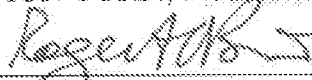
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By: _____
Craig R. Risk, President

ACKNOWLEDGEMENT:

SF ACQUISITION CORP., a California corporation

By:  _____
Roger A. O'Brien, President and CEO

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Serial Number	Registration Number	Registration Date
SEATTLE FISH COMPANY OF NEW MEXICO	U.S.	78633946	3266676	July 17, 2007