

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476318

<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>
Rocky Mountain Honey Smoked Fish Company, LLC		05/08/2018	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Honey Smoked Fish Holdings, LLC		
<b>Street Address:</b>	1209 Orange St.		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4665448	HONEY SMOKED FISH CO.	
<b>Registration Number:</b>	4635051	HONEY SMOKED SALMON	
<b>Registration Number:</b>	5273616	HONEY SMOKED SALMON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4023413070		
<b>Email:</b>	trademark@mcgrathnorth.com		
<b>Correspondent Name:</b>	Luke C. Holst		
<b>Address Line 1:</b>	1601 Dodge St., Suite 3700		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68102		
<b>NAME OF SUBMITTER:</b>	Luke C. Holst		
<b>SIGNATURE:</b>	/Luke C. Holst/		
<b>DATE SIGNED:</b>	06/01/2018		
<b>Total Attachments: 5</b>			
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source=Trademark Assignment_Rocky Mountain Honey Smoked Fish Company#page2.tif			
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of May 8, 2018, by and between ROCKY MOUNTAIN HONEY SMOKED FISH COMPANY, LLC, a Colorado limited liability company ("Assignor") and HONEY SMOKED FISH HOLDINGS, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein and not defined shall have the meanings given to them in the Contribution Agreement (as defined below).

**RECITALS:**

- (a) Assignor, Assignee, Investor and Owner have entered into that certain Contribution Agreement dated of even date herewith ("Contribution Agreement") relating to the contribution by Assignor of substantially all of its assets, including the trademarks listed on Exhibit 1 hereto ("Trademarks"), to Assignee.
- (b) This Agreement is being executed pursuant to the Contribution Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers to Assignee, free and clear of all Encumbrances, all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill associated with the Trademarks, (ii) all common law rights associated with the Trademarks, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
2. Exclusive Ownership. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.
3. Record of Ownership. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademarks to record Assignee as the owner of the Trademarks.
4. Assistance. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademarks in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to

do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. Contribution Agreement. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Contribution Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Contribution Agreement or the survival thereof.

6. Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail and shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.


7. Applicable Law. This Agreement and the legal relations among the parties shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in the State of Delaware.

***[Remainder of Page Intentionally Left Blank - Signature Page to Follow]***

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

**ASSIGNOR:**

Rocky Mountain Honey Smoked Fish  
Company, LLC

By: 

Name: Kevin Mason

Its: Manager

*[Signature Page to Trademark Assignment]*

ASSIGNEE:

Honey Smoked Fish Holdings, LLC

By: KRBA  
Name: Kevin Bauer  
Its: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 006375 FRAME: 0488**

**EXHIBIT 1**  
**TRADEMARKS**

Country	Trademark	Description	Reg. Date	Reg. No.	Recorded Owner
US	HONEY SMOKED FISH CO	"on-line retail store services featuring preserved fish"  International Class 035	01/06/2015	4665448	ROCKY MOUNTAIN HONEY SMOKED FISH COMPANY, LLC
US	HONEY SMOKED SALMON	"preserved fish"  International Class 029	11/11/2014	4635051	ROCKY MOUNTAIN HONEY SMOKED FISH COMPANY, LLC
US	HONEY SMOKED SALMON	"preserved fish"  International Class 029	08/29/2017	5273616	ROCKY MOUNTAIN HONEY SMOKED FISH COMPANY, LLC