

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540558

<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>
ORCA BAY SEAFOODS, INC.		09/28/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORCA BAY FOODS, LLC		
<b>Street Address:</b>	2729 Sixth Avenue South, Suite 200		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98134		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5024942	TREASURES BY ODYSSEY	
<b>Registration Number:</b>	4678124	TREASURES FROM THE SEA BY ODYSSEY	
<b>Registration Number:</b>	3393384	TREASURE-A-PEEL	
<b>Registration Number:</b>	3132568	ODYSSEY	
<b>Registration Number:</b>	3129425	ODYSSEY	
<b>Registration Number:</b>	2304343	TREASURES FROM THE SEA	
<b>Registration Number:</b>	4717765	COMMON SENSE SEAFOOD	
<b>Registration Number:</b>	2918902	PASSPORT FOODS	
<b>Registration Number:</b>	2141043	ORCA BAY	
<b>Registration Number:</b>	2142800	ORCA BAY	
<b>Registration Number:</b>	1968235	PREMIUM QUALITY ODYSSEY SEAFOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2066286611		
<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>	2066286605		
<b>Email:</b>	mlorbiecki@williamskastner.com		
<b>Correspondent Name:</b>	Williams Kastner & Gibbs PLLC		
<b>Address Line 1:</b>	601 Union Street		
<b>Address Line 2:</b>	Suite 4100		

OP \$290.00 5024942

TRADEMARK

**Address Line 4:** Seattle, WASHINGTON 98101

**NAME OF SUBMITTER:** Mark Lawrence Lorbiecki

**SIGNATURE:** /Mark Lawrence Lorbiecki/

**DATE SIGNED:** 09/12/2019

**Total Attachments: 14**

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## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the “**Agreement**”), effective as of September 28, 2017 (the “**Effective Date**”), is between ORCA BAY SEAFOODS, INC., a Washington corporation (“**Contributor**”) and ORCA BAY FOODS, LLC, a Washington limited liability company (“**LLC**”). Contributor and LLC are collectively referred to herein as the “**Parties**.”

**WHEREAS**, Contributor is engaged in the business of processing, wholesaling, and distributing seafood products nationally and internationally (the “**Business**”); and

**WHEREAS**, on the date hereof Contributor wishes to contribute to LLC the assets described in Section 1.1 below and the liabilities described Section 1.3 below, in exchange for all of the membership interests in LLC (the “**Membership Interest**”); and

**WHEREAS**, immediately following the contribution described above, Contributor shall distribute to Tokusui Corporation of America one percent (1%) of the total membership interests in the LLC and whereby LLC shall become a tax partnership

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### ARTICLE I

#### Contribution; Assignment; and Assumption

1.1. Contribution of Assets. On the Effective Date, in consideration for the Membership Interest, Contributor hereby assigns, transfers, conveys and delivers to LLC as a contribution to capital (the “**Contribution**”), all of Contributor’s property and assets, personal or mixed, tangible and intangible, of every kind and description, wherever located (but excluding the Excluded Assets) (collectively, the “**Assets**”), free and clear of any encumbrance, charge, claim, lien, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind (collectively, “**Encumbrance**”), other than those Encumbrances set forth in Schedule 1.1, attached hereto (collectively, “**Permitted Encumbrance**”), which Assets include, but are not limited to:

1.1.1. all cash and cash equivalents;

1.1.2. all accounts or notes receivable held by Contributor, and any security, claim, remedy, or other right related to any of the foregoing;

1.1.3. all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories (“**Inventory**”);

1.1.4. all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and other agreements, commitments and legally binding arrangements, whether written or oral (“**Contracts**”), to which the Contributor is a party, by which any of the Contributor’s assets are bound, or which are required for the conduct of the Business as currently conducted (the “**Assigned Contracts**”);

1.1.5. all intellectual property that is owned or used by Contributor, including but not limited to, that used in or necessary for the conduct of the Business as currently conducted, including all rights held by Contributor to use of the term “Orca Bay” in business. For purposes

of this Agreement, "intellectual property" expressly includes all trademarks, service marks, trade names, brand names, internet domains, and confidential information, formulas, recipes, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable;

1.1.6. all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, suppliers, computers, telephones, or other tangible personal property (the "**Personal Property**");

1.1.7. all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities, held by the Contributor or required for the conduct of the Business as currently conducted or for the ownership and use of the Assets;

1.1.8. all rights to any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity available to or being pursued by Contributor to the extent related to the Business, the Assets or the Assumed Liabilities, defined below;

1.1.9. all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovers, rights of set-off, rights of recoupment, deposits, charges, sums and fees;

1.1.10. all of Contributor's rights under warranties, indemnities and similar rights against third parties to the extent related to any of the Assets;

1.1.11. all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Assets or the Assumed Liabilities, defined below;

1.1.12. originals, or where not available, copies of all books and records, including but not limited to books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiring files, research and development files, records and data (including all correspondence with any government authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material research and files relating to the Intellectual Property, and all employment records relating to employees of the Business to be hired by LLC; and

1.1.13. all goodwill and the going concern value of the Business.

1.2. Excluded Assets. Notwithstanding the foregoing, the Assets contributed to LLC shall not include the following (collectively, the "**Excluded Assets**"):

1.2.1 all right title and interest in that certain parcel of real property located at 900 Southwest Powell Street, Renton, Washington as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all improvements including the Building and associated fixtures located thereon (the "Real Property");

1.2.2 the equipment and furniture located on the Real Property and listed on Schedule 1.2.1;

1.2.3 the corporate seals, organizational documents, minute books, stock books, tax returns, books of account, or other records having to do with the corporate organization of the Contributor;

1.2.4 all refunds or credits, claims for refunds or credits or rights to receive refunds or credits from any governmental authority with respect to income taxes paid by Contributor; and

1.2.5 the rights which accrue to Contributor under this Agreement or any agreement which Contributor may enter into simultaneous or after the entry into this Agreement, as well as any of the ancillary documents related hereto or thereto.

1.3. Assumed Liabilities. LLC shall assume and agree to pay, perform and discharge only the following Liabilities of Contributor (collectively, the “**Assumed Liabilities**”):

1.3.1. all trade and accounts payable of Contributor to third parties in connection with the Business that remain unpaid as of the Contribution Date and that arose in the ordinary course of business consistent with past practice;

1.3.2. all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities are required to be performed after the Contribution Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Contributor on or prior to the Closing Date;

1.3.3. all Liabilities relating to any pension, benefit, retirement, compensation, profit-sharing, deferred compensation, incentive, commission, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off, fringe-benefit and other similar agreement, plan, policy, program or arrangement, but only to the extent that such Liabilities first arise after the Contribution Date or are accrued on the books of the Contributor and included as a current liability in the calculation of Working Capital (as that term is defined therein); and

1.3.4. those Liabilities of Contributor set forth on Schedule 1.3.4 attached hereto.

For purposes of this Agreement, “**Liabilities**” mean all liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

1.4. Excluded Liabilities. LLC shall not assume or be responsible for any Liabilities other than Assumed Liabilities.

1.4.1. all debts and liabilities associated with or secured by the Real Property including but not limited to those listed on Schedule 1.4.5 attached hereto; and

1.4.2. any and all Transaction Expenses as that term is defined in that certain Membership Interest Purchase Agreement entered into by and between Contributor and Odyssey Foods, LLC effective September 30, 2017.

ARTICLE II  
Employees / Employee Benefit Plans / Use of Name

2.1 Employment. On or before the Contribution Date, Contributor will notify all of its employees (the “**Employees**”) that the Assets are being contributed to LLC and that LLC will conduct the Business formerly conducted by Contributor. LLC will offer employment to each Employee working for Contributor immediately prior to the Contribution Date. Employment of each such Employee shall be on the same terms and conditions as that Employee’s employment with Contributor unless such Employee has separately negotiated an employment agreement with LLC.

2.2 Employee Benefit Plans. Immediately following the Contribution, the Employees hired by LLC for the Business will be included in and covered by all of Contributor’s Employee benefit plans including insurance plans, retirement plans and any other agreement or arrangement applicable to employees of Contributor (collectively, “**Employee Benefit Plans**”). LLC shall become a sponsor or co-sponsor of such Employee Benefit Plans as necessary or appropriate.

2.3 Use of Name. Promptly following the Contribution, and in no event less than ten (10) business days after the consummation of the transactions contemplated herein, Contributor will take all steps necessary to legally change its name with the Secretary of State of the State of Washington to a name that does not include the term “Orca Bay” and hereby covenants not to use the name “Orca Bay” in commerce for any purposes after such change.

ARTICLE III  
Miscellaneous

3.1 Further Assurances. Contributor shall duly execute and deliver or cause to be executed and delivered all instruments of conveyance, transfer, and assignment, and all notices, releases, and other documents that may be necessary more fully to convey, transfer, assign, and deliver to and vest in LLC the Assets and the rights and interests in the Assumed Liabilities hereby conveyed, transferred, assigned and delivered or intended so to be. LLC shall execute and deliver or cause to be executed and delivered such other instruments of assignment or assumption and all notices and other documents that may be necessary more fully to assume the Assumed Liabilities. Contributor and LLC will each take all appropriate action and execute any documents, instruments or conveyances of any kind that may be reasonably requested by the other party to carry out any of the provisions of this Agreement.

3.2 Successors and Assigns. This Agreement shall apply to and bind the heirs, executors, administrators, successors and permitted assigns of the respective Parties.

3.3 Entire Agreement. This Agreement, including the Schedules attached hereto and other documents referred to herein, embodies the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the Parties relating to such subject matter.

3.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument the laws of the State of Washington.

3.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington

3.6 Authority. The Parties each have full power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder. The execution and delivery of this Agreement and the transactions contemplated herein (i) have been duly authorized by all necessary corporate action and (ii) no other corporate or other proceeding on behalf of the parties is necessary to authorize this Agreement or consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above-written.

Orca Bay Seafoods, Inc.  
a Washington Corporation

Orca Bay Foods, LLC  
a Washington limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SCHEDULE 1.2.2**  
**ORCA BAY SEAFOODS, INC.**

**ASSETS: EQUIPMENT AND FURNITURE**

Sys	Description	Asset No	In Svc Date	Basis	Thru Date	Current Accum	Net Book Value
2	FILE CABINETS - BUDGET	58	02/12/89	\$ 483.00	08/31/17	\$ 483.00	\$ -
4	PAINTING - MIA GALLERY	65	07/01/89	\$ 2,081.00	08/31/17	2,081.00	\$ -
6	FILE CABINET - 3	73	12/26/90	\$ 303.00	08/31/17	303.00	\$ -
56	BUDGET OFFICE - FILE CABINETS	275	08/31/93	\$ 503.00	08/31/17	503.00	\$ -
130	TABLES LUNCH ROOM	538	08/25/98	\$ 2,805.00	08/31/17	2,805.00	\$ -
215	60 GALLON STORAGE CABINET	642	03/29/99	\$ 964.00	08/31/17	964.00	\$ -
357	Dumpster	1152	10/18/06	\$ 28,809.00	08/31/17	28,809.00	\$ -
8	BUTCHER BOY SAWS	102	02/27/87	\$ 4,116.00	08/31/17	4,116.00	\$ -
10	BENCH SCALES (2)	118	07/20/87	\$ 3,020.00	08/31/17	3,020.00	\$ -
11	DIGIT SCALE	119	07/20/87	\$ 3,363.00	08/31/17	3,363.00	\$ -
13	STEEL TABLES (5) 2 more at asset #802	124	10/15/87	\$ 2,046.00	08/31/17	2,046.00	\$ -
14	STRAP .STRAPPING MACH.	132	09/19/88	\$ 2,695.00	08/31/17	2,695.00	\$ -
15	GRINDER PBI MKT.	133	08/22/88	\$ 578.00	08/31/17	578.00	\$ -
16	SILVERLINE BENCH	134	11/01/88	\$ 1,431.00	08/31/17	1,431.00	\$ -
17	DOBO. SEALER & T.	135	12/01/88	\$ 14,523.00	08/31/17	14,523.00	\$ -
20	VAC-PAC MAC-T.W. KUTTER	144	10/01/89	\$ 126,065.00	08/31/17	126,065.00	\$ -
21	ELECTRIC SCALES	145	10/01/89	\$ 1,731.00	08/31/17	1,731.00	\$ -
22	BUTCHER BOY SAW	146	10/01/89	\$ 2,000.00	08/31/17	2,000.00	\$ -
23	BUTCHER BOY SAW - PRINE	147	10/01/89	\$ 2,157.00	08/31/17	2,157.00	\$ -
25	WEIGHTRONIX - SCALE	152	08/15/90	\$ 1,389.00	08/31/17	1,389.00	\$ -
26	WEIGHTRONIX - SCALE	153	08/31/90	\$ 1,351.00	08/31/17	1,351.00	\$ -
28	FLOHN METAL - CONVEYOR	163	12/01/90	\$ 28,348.00	08/31/17	28,348.00	\$ -
29	T.W. KUTTER VAC PAC MACH.	164	03/06/91	\$ 130,962.00	08/31/17	130,962.00	\$ -
30	FLOHN METAL - STAINLESS TABLE	165	02/28/91	\$ 4,501.00	08/31/17	4,501.00	\$ -
31	FLOHN METAL - STAINLESS TABLE	166	01/31/91	\$ 4,112.00	08/31/17	4,112.00	\$ -
32	SIGNODE TAPE MACHINE	168	03/31/91	\$ 3,235.00	08/31/17	3,235.00	\$ -



33	WEIGHTRONIX	174	05/31/91	\$	2,324.00	08/31/17	2,324.00	\$	-
34	ALPAK - 4 COBRA SAWS	193	03/31/92	\$	17,131.00	08/31/17	17,131.00	\$	-
35	DOBAY DATE MARKER	194	04/30/92	\$	5,017.00	08/31/17	5,017.00	\$	-
44	WEIGH TRONIX SCALE	238	10/30/92	\$	2,380.00	08/31/17	2,380.00	\$	-
45	WEIGH TRONIX SCALE #2	239	10/31/92	\$	1,456.00	08/31/17	1,456.00	\$	-
46	WEIGH TRONIX SCALE (2 SCALES)	240	11/23/92	\$	2,610.00	08/31/17	2,610.00	\$	-
48	BOX MACHINE - COLUMBIA PACKAGING	242	11/30/92	\$	25,373.00	08/31/17	25,373.00	\$	-
49	WWIGHTRONIX - SCALE	243	02/28/93	\$	2,827.00	08/31/17	2,827.00	\$	-
51	DOBOY - SEALER	265	08/11/93	\$	24,370.00	08/31/17	24,370.00	\$	-
52	R&R COMPRESSOR - NEW	269	10/29/93	\$	12,632.00	08/31/17	12,632.00	\$	-
54	TW KUTTER - VACCUUM PACKAGE MACHINE	271	11/30/93	\$	150,023.00	08/31/17	150,023.00	\$	-
55	JAMES RIVER - GLUE MACHINE	273	12/30/93	\$	18,373.00	08/31/17	18,373.00	\$	-
58	CINTEX METAL DETECTOR	308	02/25/94	\$	4,869.00	08/31/17	4,869.00	\$	-
59	DOUGH BOY ATTACHMENT	309	06/01/94	\$	3,784.00	08/31/17	3,784.00	\$	-
61	NEW SCALE	331	08/31/94	\$	2,399.00	08/31/17	2,399.00	\$	-
63	CODE DATER W/3 PRINTHEADS	333	09/21/94	\$	14,215.00	08/31/17	14,215.00	\$	-
64	FISH SAW & SAFETY CATCH	336	09/30/94	\$	4,780.00	08/31/17	4,780.00	\$	-
65	NEW GEAR MOTOR INSTALLED	337	10/28/94	\$	808.00	08/31/17	808.00	\$	-
66	NEW SAW	338	10/31/94	\$	5,135.00	08/31/17	5,135.00	\$	-
67	NEW CHECK SCALE	339	10/31/94	\$	1,660.00	08/31/17	1,660.00	\$	-
68	SEAL FRAME & SEAL PLATE FOR TIROMAT	341	12/20/94	\$	4,250.00	08/31/17	4,250.00	\$	-
70	TIROMARK CODE DATER	343	12/28/94	\$	15,689.00	08/31/17	15,689.00	\$	-
71	ISUZU TRUCK	345	01/06/95	\$	41,714.00	08/31/17	41,714.00	\$	-
72	NEW BOX FOR NEW TRUCK	346	12/31/94	\$	10,818.00	08/31/17	10,818.00	\$	-
73	4 NEW FILE CABINETS & DRAWER INSERT	348	07/19/94	\$	567.00	08/31/17	567.00	\$	-
74	6 NEW FILE CABINETS & DRAWER INSERT	350	07/31/94	\$	839.00	08/31/17	839.00	\$	-
75	CODER PRINTER FOR VAC-PAK MACHINE	395	01/25/95	\$	1,208.00	08/31/17	1,208.00	\$	-
76	VAC-PAK VACUUM METER	396	02/14/95	\$	1,177.00	08/31/17	1,177.00	\$	-
77	CHAMBER & LID SEAL PLATE - VAC-PAK	397	04/30/95	\$	4,939.00	08/31/17	4,939.00	\$	-
78	SPROMATIC CHAMBER VACUUM MACHINE	398	06/26/95	\$	16,330.00	08/31/17	16,330.00	\$	-
81	3 CHECK WEIGHER SCALES	426	02/28/96	\$	4,130.00	08/31/17	4,130.00	\$	-
82	BAG SEALER MACHINE	427	03/22/96	\$	21,403.00	08/31/17	21,403.00	\$	-
83	TAPE MACHINE WITH TWO HEADS	429	03/31/96	\$	9,601.00	08/31/17	9,601.00	\$	-
84	QC CHECKWEIGHER SCALE	431	05/31/96	\$	1,226.00	08/31/17	1,226.00	\$	-
85	CONVEYOR	433	06/18/96	\$	2,795.00	08/31/17	2,795.00	\$	-

92	AUTOMATIC STRAPPING MACHINE	465	07/29/96	\$	10,013.00	08/31/17	10,013.00	\$	-
102	COBRA FISH SAW	484	07/30/96	\$	9,472.00	08/31/17	9,472.00	\$	-
103	SHRINK TUNNEL SYSTEM	486	10/18/96	\$	14,626.00	08/31/17	14,626.00	\$	-
104	CONTROL PANEL FOR VAC PAC MACHINE	489	02/28/97	\$	1,069.00	08/31/17	1,069.00	\$	-
108	COLLECTION SYSTEM	504	07/03/97	\$	2,807.00	08/31/17	2,807.00	\$	-
109	FORM & SEAL SET	505	08/31/97	\$	3,622.00	08/31/17	3,622.00	\$	-
110	STRAPPING MACHINE	506	08/31/97	\$	9,420.00	08/31/17	9,420.00	\$	-
113	2 SHRIMP TABLES	516	09/30/97	\$	2,560.00	08/31/17	2,560.00	\$	-
114	3 HEAD CODER & BRACKET	517	09/26/97	\$	11,290.00	08/31/17	11,290.00	\$	-
116	SPRAY LINE EXTENSION	519	11/20/97	\$	3,320.00	08/31/17	3,320.00	\$	-
117	TAPE MACHINE	520	11/25/97	\$	2,715.00	08/31/17	2,715.00	\$	-
119	SCALE	524	01/27/98	\$	2,303.00	08/31/17	2,303.00	\$	-
126	SCAN GRADER	533	07/27/98	\$	125,120.00	08/31/17	125,120.00	\$	-
133	SEALER	541	09/23/98	\$	23,392.00	08/31/17	23,392.00	\$	-
136	TEMP GAUGES	544	08/26/98	\$	3,291.00	08/31/17	3,291.00	\$	-
138	CONVEYOR SYS	546	11/06/98	\$	18,196.00	08/31/17	18,196.00	\$	-
141	CONSTRUCTION EQUIP RENTAL-nbv@3/1/02	551	03/01/02	\$	1,503.00	08/31/17	1,503.00	\$	-
143	CONSTRUCTION EQUIP-nbv@3/1/02	553	03/01/02	\$	781.00	08/31/17	781.00	\$	-
146	REFRIGERATION-nbv@3/1/02	556	03/01/02	\$	177,693.00	08/31/17	177,693.00	\$	-
153	ULTRASONIC TESTING-nbv@3/1/02	566	03/01/02	\$	3,798.00	08/31/17	3,798.00	\$	-
155	ARCHITECT-nbv@3/1/02	568	03/01/02	\$	9,442.00	08/31/17	9,442.00	\$	-
156	REFRIG ENGINEERS-nbv@3/1/02	569	03/01/02	\$	2,724.00	08/31/17	2,724.00	\$	-
159	INSTALL RF SYS-nbv@3/1/02	573	03/01/02	\$	1,477.00	08/31/17	1,477.00	\$	-
176	TAPE MACHINE	601	12/31/98	\$	8,588.00	08/31/17	8,588.00	\$	-
177	INSTALL CONVEYOR	603	01/31/99	\$	5,050.00	08/31/17	5,050.00	\$	-
178	BATTERY & CHARGER	604	02/17/99	\$	3,461.00	08/31/17	3,461.00	\$	-
180	NEW WELDER	606	01/25/99	\$	1,409.00	08/31/17	1,409.00	\$	-
185	ELECTRIC WORK-nbv@3/1/02	612	03/01/02	\$	10,968.00	08/31/17	10,968.00	\$	-
187	3 NEW SCALES	614	02/23/99	\$	3,720.00	08/31/17	3,720.00	\$	-
197	WIRING - VAC PAC-nbv@3/1/02	624	03/01/02	\$	3,671.00	08/31/17	3,671.00	\$	-
199	WIRE/METAL DETECTOR - VAC PAC	626	05/19/99	\$	2,036.00	08/31/17	2,036.00	\$	-
200	RECEPTACLE - A/C-nbv@3/1/02	627	03/01/02	\$	664.00	08/31/17	664.00	\$	-
202	SEAL - KEMPLY WALL-nbv@3/1/02	629	03/01/02	\$	17,357.00	08/31/17	17,357.00	\$	-
203	FREEZER EVAPORATOR DRAIN LINES-nbv@3/1/02	630	03/01/02	\$	6,177.00	08/31/17	6,177.00	\$	-
211	DUMP TANK-nbv@3/1/02	638	03/01/02	\$	8,247.00	08/31/17	8,247.00	\$	-

212	VILTER COMPRESSOR-nbv@3/1/02	639	03/01/02	\$	15,255.00	08/31/17	15,255.00	\$	-
216	VAC PAC MACHINE	643	03/31/99	\$	114,165.00	08/31/17	114,165.00	\$	-
218	VAC PAC FILTER	645	04/19/99	\$	561.00	08/31/17	561.00	\$	-
219	TRANSFER CART	646	05/24/99	\$	1,966.00	08/31/17	1,966.00	\$	-
223	PACEMAKER 20 FLOOR MACHINE	651	09/03/99	\$	1,792.00	08/31/17	1,792.00	\$	-
225	SCALE	656	05/28/99	\$	18,661.00	08/31/17	18,661.00	\$	-
226	SCALE PRINTER INTERFACE	657	07/15/99	\$	459.00	08/31/17	459.00	\$	-
227	PRINTER/SCALE UPGRADE	658	07/29/99	\$	2,386.00	08/31/17	2,386.00	\$	-
230	LUMINOMETER LIGHTING	661	01/21/00	\$	4,043.00	08/31/17	4,043.00	\$	-
234	COMPRESSOR MOTOR	677	04/30/99	\$	7,569.00	08/31/17	7,569.00	\$	-
243	STRAP MACHINE - GULF SYSTEMS - 32289	688	09/30/00	\$	8,606.00	08/31/17	8,606.00	\$	-
245	ONE BAG SEALER	690	03/17/00	\$	16,863.00	08/31/17	16,863.00	\$	-
246	1 STAINLESS STEEL CASE TAPER	691	03/27/00	\$	4,995.00	08/31/17	4,995.00	\$	-
252	DOUBLE LANE BAG BLOWER	702	07/26/00	\$	2,300.00	08/31/17	2,300.00	\$	-
254	HEAD 4-NZL FOR BOX MACHINE	704	02/12/00	\$	1,239.00	08/31/17	1,239.00	\$	-
272	REBUILT MOTOR - ISUZU TRUCK	727	07/31/00	\$	5,116.00	08/31/17	5,116.00	\$	-
277	SHRIMP TABLE PLATE	734	03/02/01	\$	583.00	08/31/17	583.00	\$	-
278	VACUUM PUMP ON VAC PK - REBUILD	735	05/01/01	\$	3,047.00	08/31/17	3,047.00	\$	-
286	USED PRESSURE WASHER	743	08/23/01	\$	1,306.00	08/31/17	1,306.00	\$	-
289	VAC PAC RAMP	749	10/05/01	\$	2,109.00	08/31/17	2,109.00	\$	-
297	METAL DETECTOR W/SCALES	757	06/04/02	\$	5,000.00	08/31/17	5,000.00	\$	-
314	95 ISUZU REEFER UNIT	775	11/11/02	\$	15,662.00	08/31/17	15,662.00	\$	-
317	MAIN LINE EXPANSION - (TABLE/CONVEYOR BELT)	778	09/27/02	\$	8,000.00	08/31/17	8,000.00	\$	-
319	Tape machine - box sealer	780	04/14/03	\$	8,040.00	08/31/17	8,040.00	\$	-
320	R & R air compressor	781	07/02/03	\$	4,000.00	08/31/17	4,000.00	\$	-
321	Allpak floor scale	782	07/15/03	\$	33,425.00	08/31/17	33,425.00	\$	-
326	ALPAK - ESPERA SCALE	787	04/13/04	\$	31,466.00	08/31/17	31,466.00	\$	-
327	METTLER TOLEDO FLOOR SCALE	788	05/24/04	\$	5,395.00	08/31/17	5,395.00	\$	-
331	RF UNIT SYSTEM	792	01/31/05	\$	95,449.00	08/31/17	95,449.00	\$	-
336	SCISSOR FORKLIFT	797	07/01/05	\$	10,348.00	08/31/17	10,348.00	\$	-
337	ESPERSA SCALE SALES TAX	798	03/01/05	\$	2,769.00	08/31/17	2,769.00	\$	-
338	BUMPER RAILINGS ON EQUIPMENT	799	02/18/06	\$	10,905.00	08/31/17	10,905.00	\$	-
339	2005 FORD F350 PICKUP	800	12/05/05	\$	18,800.00	08/31/17	18,800.00	\$	4,700.00
340	STEEL TABLES (2) 5 more at asset #124	802	10/15/87	\$	818.00	08/31/17	818.00	\$	-
341	BOX STRAP MACHINE	1135	04/13/06	\$	8,918.00	08/31/17	8,918.00	\$	-

346	X-ray machine/reject system - Thermo Ramsey	1140	06/30/06	\$	58,064.00	08/31/17	58,064.00	\$	-
353	X-ray machine/reject system - Thermo Ramsey	1147	09/20/06	\$	2,959.00	08/31/17	2,959.00	\$	-
354	Air compressor	1148	09/27/06	\$	13,728.00	08/31/17	13,728.00	\$	-
355	Railing for X-ray machine	1149	09/29/06	\$	5,662.00	08/31/17	5,662.00	\$	-
356	Server	1151	10/01/06	\$	25,730.00	08/31/17	25,730.00	\$	-
360	New pump for Vac Paks	1155	12/01/06	\$	15,824.00	08/31/17	15,824.00	\$	-
363	Coder	1158	01/19/07	\$	17,194.00	08/31/17	17,194.00	\$	-
365	VACPAC EQUIP	365	03/23/07	\$	20,847.44	08/31/17	20,847.44	\$	-
366	INKJET PRINTERS - BAG SEALERS	366	04/16/07	\$	50,935.42	08/31/17	50,935.42	\$	-
367	BOX SEALER	367	03/16/07	\$	8,755.20	08/31/17	8,755.20	\$	-
368	BOX SEALER	368	08/07/07	\$	8,766.10	08/31/17	8,766.10	\$	-
382	Battery Charger	382	09/20/07	\$	7,600.13	08/31/17	7,600.13	\$	-
384	Cargo Lift	384	03/01/08	\$	61,196.59	08/31/17	58,136.77	\$	3,059.82
386	Label Machine	386	04/01/08	\$	16,112.16	08/31/17	15,172.32	\$	939.84
387	Pallet Racking (prev leased)	387	04/30/08	\$	81,983.88	08/31/17	76,518.30	\$	5,465.58
388	Servers	388	06/30/08	\$	19,578.37	08/31/17	17,946.87	\$	1,631.50
390	Crab Line	390	12/02/08	\$	142,356.04	08/31/17	124,561.50	\$	17,794.54
393	Bartender Label Program	393	01/30/09	\$	12,456.50	08/31/17	10,691.84	\$	1,764.66
394	Gravity Rollers for Crab Line	394	03/04/09	\$	8,131.97	08/31/17	6,912.20	\$	1,219.77
395	Refrigeration Unit for Crab Line	395	04/01/09	\$	4,898.88	08/31/17	4,123.23	\$	775.65
397	Website	397	05/01/09	\$	171,000.00	08/31/17	171,000.00	\$	-
398	Metal Detector	398	06/23/09	\$	28,636.74	08/31/17	23,386.65	\$	5,250.09
404	Bag Sealer	404	03/01/10	\$	36,734.09	08/31/17	27,550.57	\$	9,183.52
405	Ink Jet Printer	405	03/01/10	\$	16,913.34	08/31/17	12,684.97	\$	4,228.37
409	Vac Pac Number 5	409	11/01/11	\$	206,726.81	08/31/17	120,590.63	\$	86,136.18
410	VeMag Burger Grinder FM250	410	11/01/11	\$	141,802.50	08/31/17	82,718.12	\$	59,084.38
412	Target Batcher and Conveyor System	412	12/01/11	\$	408,946.32	08/31/17	235,144.12	\$	173,802.20
413	Sauce Depositor	413	12/01/11	\$	112,418.17	08/31/17	64,640.47	\$	47,777.70
414	Scan Grader (used)	414	09/01/12	\$	17,442.70	08/31/17	8,721.35	\$	8,721.35
415	Target Batcher #2	415	09/30/12	\$	179,690.87	08/31/17	88,348.02	\$	91,342.85
416	JF Navision Software	416	02/04/13	\$	387,361.38	08/31/17	387,361.38	\$	-
417	Conveyor Line Addition	417	04/09/13	\$	19,649.84	08/31/17	12,398.11	\$	7,251.73
418	Tote Dumper (Pallet - Tote Dump)	418	04/12/13	\$	18,774.87	08/31/17	11,846.06	\$	6,928.81
420	Stand Mixer for Burger Line	420	03/01/14	\$	19,529.33	08/31/17	6,835.25	\$	12,694.08
421	Pallet Wrapping Machine	421	03/01/14	\$	16,819.21	08/31/17	5,886.72	\$	10,932.49

422	Phone System - VOIP	422	06/01/14	\$ 25,835.43	08/31/17	8,396.51	\$ 17,438.92
423	RF Equipment	423	06/01/14	\$ 76,785.59	08/31/17	24,955.32	\$ 51,830.27
424	2011 Ford PickUp	424	09/05/14	\$ 21,624.45	08/31/17	12,974.67	\$ 8,649.78
425	Metal Detector	425	11/30/14	\$ 40,370.11	08/31/17	11,101.77	\$ 29,268.34
430	NAV Upgrade Version 2013	430	10/01/15	\$ 76,265.58	08/31/17	14,617.57	\$ 61,648.01
431	Dynacode Thermal Printer	431	05/01/15	\$ 59,863.62	08/31/17	13,968.18	\$ 45,895.44
432	Espera Labeler	432	07/01/15	\$ 30,660.00	08/31/17	6,643.00	\$ 24,017.00
433	High Speed Saw	433	07/01/15	\$ 20,749.42	08/31/17	4,495.71	\$ 16,253.71
434	Espera Scale	434	05/01/15	\$ 35,040.00	08/31/17	8,176.00	\$ 26,864.00
436	Crabline Belt - Werent billed for it until April 2015	436	05/01/15	\$ 14,857.52	08/31/17	4,952.50	\$ 9,905.02
437	NAV Upgrade Version 2013	437	10/01/15	\$ 15,499.60	08/31/17	4,243.94	\$ 11,255.66
438	Salesforce	438	01/01/16	\$ 73,426.56	08/31/17	12,237.77	\$ 61,188.79
439	New Condensor	438	05/31/16	\$ 48,992.00	08/31/17	6,124.00	\$ 42,868.00
440	Website Upgrade	440	08/31/16	\$ 39,000.00	08/31/17	3,900.00	\$ 35,100.00
441	New metal detector	441	08/19/16	\$ 58,625.09	08/31/17	5,862.51	\$ 52,762.58
442	Website Upgrade	442	08/31/16	\$ 9,000.00	08/31/17	1,285.72	\$ 7,714.28
443	Vac Pak Machine VC999	443	08/31/16	\$ 100,000.00	08/31/17	10,000.00	\$ 90,000.00
444	External HDD for Shared Drive	803	03/22/17	\$ 15,616.33	08/31/17	1,041.08	\$ 14,575.25
445	VAC PAC SEAL PARTS	804	05/01/17	\$ 18,590.73	08/31/17	464.77	\$ 18,125.96
446	Redzone Production Systems	446	06/01/17	\$ 146,319.43	08/31/17	7,315.97	\$ 139,003.46
449	VAC PAK 6 Side Line Feed	806	08/01/17	\$ 11,864.70	08/31/17	0.00	\$ 11,864.70
				<b>\$ 5,100,633.01</b>		<b>\$ 3,768,418.73</b>	<b>\$ 1,336,914.28</b>

Agrees to 8/31/17 Trial Balance **\$ 4,225,501.33**

**SCHEDULE 1.3.4**  
**ORCA BAY SEAFOODS, INC.**  
**ASSUMED LIABILITY SCHEDULE**

<b>No.</b>	<b>Name</b>	<b>As of 8-31-17</b>
21060	Current Portion Long Term Debt	\$ (557,500.00)
21100	Note Payable USB - LOC	\$ (42,997,680.50)
21150	LOC - Swap Mark To Market	
22250	Accounts Payable	\$ (23,645,479.90)
22260	Accounts Payable - Other	\$ (227,406.25)
22270	AP - Inventory Interim	\$ (401,366.21)
22280	Commission Payable	\$ (65,139.17)
22310	Accrued Program Expenses	\$ (762,960.96)
22345	Manual Accrual - Dave	\$ (85,741.00)
22350	Manual Accrual - Alana	\$ (166,661.81)
22352	Manual Accrual - Anita	\$ 133,995.54
22410	Accrued Expenses	\$ (54,000.00)
23100	Taxes Payable - FIT	\$ (6,600.14)
23110	Taxes Payable - State Income	\$ 75,999.91
23200	Taxes Payable	
23205	Accrued Payroll Taxes	\$ (15,804.98)
23210	Taxes Payable Employment L&I	\$ (55,929.39)
23250	Dividends Payable	
23400	Accrued Bonus	\$ (680,000.00)
23500	Profit Sharing Payable	\$ (215,500.00)
23501	401 K Payable	
23505	401 K Loan Payable	\$ 39.14
24000	Accrued Payroll Salary	\$ (164,242.61)
24005	Payroll Accruals Hourly	
24010	Advances	\$ 100.00
24020	Garnishments Withheld	
24050	Accrued Vacation & Holiday	\$ (427,530.96)
24055	Aflac Premiums Withheld	\$ (4,679.77)
24060	Section 125 Plan - Hourly	\$ (16,690.78)
24080	Section 125 Plan - Salary	\$ 11,595.88
24085	Medical/Dental Claims - Hrly	\$ (4,681.17)
24090	Medical/Dental Claims Salary	\$ (73,002.83)
24099	Unclaimed Property	
	<b>Agrees to 8/31/17 Balance Sheet</b>	<b><u><u>\$ (70,406,867.96)</u></u></b>

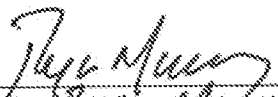
**EXHIBIT A**

THE SOUTH 502.62 FEET OF THE NORTH 1,036.60 FEET OF LOT 1, EARLINGTON INDUSTRIAL PARK NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 88 OF PLATS, PAGE 80, RECORDS OF KING COUNTY, WASHINGTON.


3.6 Authority. The Parties each have full power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder. The execution and delivery of this Agreement and the transactions contemplated herein (i) have been duly authorized by all necessary corporate action and (ii) no other corporate or other proceeding on behalf of the parties is necessary to authorize this Agreement or consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above-written.

Orca Bay Seafoods, Inc.  
a Washington Corporation

  
By: RYAN MCCRERY  
Its: PRESIDENT & CEO

Orca Bay Foods, LLC  
a Washington limited liability company

  
By: RYAN MCCRERY  
Its: MANAGER