

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/15/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The MacKnight Food Group, Inc.	FORMERLY Cambridge Food Group d/b/a MacKnight Smokehouse or Hickory Smokehouse	02/15/2019	Corporation: NEVADA
Hickory Smokehouse of Las Vegas, Inc.	FORMERLY Popcorn Management and d/b/a Hickory House Las Vegas	02/15/2019	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	Honey Smoked Fish Holdings, LLC
Doing Business As:	Honey Smoked Fish Co.
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78373587	FJORD DAWN
Serial Number:	85454190	FJORD SUPERIOR
Serial Number:	78417189	GLEN DAWN
Serial Number:	85414225	HICKORY HOUSE
Serial Number:	85422347	HIGHLAND RESERVE
Serial Number:	85454171	MACKNIGHT
Serial Number:	85414165	NORDIC CROWN
Serial Number:	85414197	NORWEGIAN DAWN
Serial Number:	85490817	PARTY SLICES
Serial Number:	85414144	SCOTTISH DAWN
Serial Number:	78298903	THE CONNOISSEUR'S CHOICE
Serial Number:	85414264	
Serial Number:	85458705	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4031394	DAWSON BAY PREMIUM FOODS
Registration Number:	2959570	IMPERIAL SALMON HOUSE

CORRESPONDENCE DATA

Fax Number:

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.

Email: rrice@polsinelli.com
Correspondent Name: Rachel A. Rice
Address Line 1: 1401 Lawrence Street, Suite 2300
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Rachel A. Rice
SIGNATURE:	/Rachel A. Rice/
DATE SIGNED:	10/22/2019

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“**Assignment**”), dated as of February 15, 2019 (the “**Effective Date**”), is made by and between The MacKnight Food Group, Inc., f/k/a Cambridge Food Group, and d/b/a MacKnight Smokehouse or Hickory Smokehouse, a Nevada corporation, and Hickory Smokehouse of Las Vegas, Inc., f/k/a Popcorn Management, and d/b/a Hickory House Las Vegas, a Nevada corporation (collectively, the “**Assignors**” and each, an “**Assignor**”), and Honey Smoked Fish Holdings, LLC, d/b/a Honey Smoked Fish Co., a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement (hereinafter the “**Purchase Agreement**”), pursuant to which Assignors have agreed to sell, and Assignee has agreed to purchase, all or substantially all assets of Assignors, including, without limitation, the Intellectual Property of Assignors;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignors wish to convey, transfer and assign to Assignee, and Assignee wishes to receive, among other assets, the Intellectual Property of Assignors; and

WHEREAS, the parties wish to execute and deliver this Assignment, for recording with governmental authorities including, without limitation, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

2. Assignment. Each Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of each Assignor’s right, title and interest in and to the Intellectual Property including, without limitation, the domain name and trademark registrations set forth on Exhibit A, together with the goodwill of the business symbolized by any trademarks. In connection with the assignment of the Intellectual Property as provided herein, Assignor hereby assigns to Assignee: (a) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property; and (b) 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.

2.1. License. If any of the foregoing Intellectual Property cannot be assigned, the applicable Assignor hereby grants to Assignee an exclusive, assignable, irrevocable,

perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such part or whole of the Intellectual Property in any media now known or hereafter known.

2.2 Moral Rights. To the extent moral rights including, without limitation, all rights related to paternity, integrity, disclosure, and withdrawal, may not be assignable under applicable law and to the extent the following is allowed by the laws in the various countries where moral rights exist, the applicable Assignor hereby irrevocably waives such moral rights and consents to any action of the Assignee that would violate such moral rights in the absence of such consent.

3. Recordation and Further Actions. The parties agree to execute the trademark assignment set forth in Exhibit A (the “**Trademark Assignment**”) for the purpose of submitting such Trademark Assignment for recordation. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee’s request and expense (including the execution and delivery of any and all affidavits, powers of attorney, and documentation as may be reasonable required) in the recordation of the Trademark Assignment. Assignor hereby authorizes the proper officials of entities or agencies in any applicable jurisdictions to record and register the Trademark Assignment upon request by Assignee.

4. Assignee’s Ownership. Each Assignor hereby acknowledges Assignee will own all right, title and interest in and to the Intellectual Property. Each Assignor agrees to never challenge or contest Assignee’s right to, or ownership of, the Intellectual Property.

5. General.

5.1. Terms of the Purchase Agreement. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of any Assignor or Assignee set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement.

5.2. Severability. If any covenant or provision contained in this Assignment is determined by a court of competent jurisdiction, or by any arbitration panel to which a dispute is submitted, to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Assignment shall, nevertheless, remain in full force and effect.

5.3. Counterparts, Headings, and Construction. Any number of counterparts of this Assignment may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. The

headings to each section or paragraph of this Assignment are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof. This Assignment shall not be construed more strongly against any party to this Assignment regardless of who prepared it.

5.4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware applicable to contracts deemed to be made within such state, without regard to choice of law or conflict of law provisions.

5.5. Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.6. Advice of Counsel. EACH ASSIGNOR ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, ASSIGNOR HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND ASSIGNOR HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT.

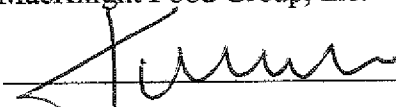
[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNORS:

The MacKnight Food Group, Inc.

By: _____



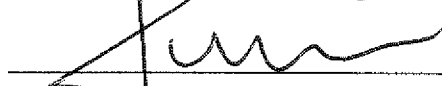
Name: Jonathan Seker Reed Brown

Title: President

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNORS:

Hickory Smokehouse of Las Vegas, Inc.

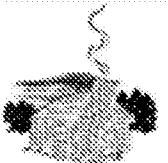


By:  _____

Name: Jonathan Seker Reed Brown

Title: President

EXHIBIT A**TRADEMARKS APPLICATIONS AND REGISTRATIONS**

Trademark	Jurisdiction	App. No. / Reg. No.	Assignor
FJORD DAWN	United States (Federal)	RN: 2962520 SN: 78373587	The Macknight Food Group, Inc. (Nevada Corp.)
FJORD SUPERIOR	United States (Federal)	RN: 4266733 SN: 85454190	The Macknight Food Group, Inc. (Nevada Corp.)
GLEN DAWN	United States (Federal)	RN: 2951819 SN: 78417189	The Macknight Food Group, Inc. (Nevada Corp.)
HICKORY HOUSE	United States (Federal)	RN: 4208912 SN: 85414225	The Macknight Food Group, Inc. (Nevada Corp.)
HIGHLAND RESERVE	United States (Federal)	RN: 4208935 SN: 85422347	The Macknight Food Group, Inc. (Nevada Corp.)
MACKNIGHT	United States (Federal)	RN: 4248843 SN: 85454171	The Macknight Food Group, Inc. (Nevada Corp.)
NORDIC CROWN	United States (Federal)	RN: 4224354 SN: 85414165	The Macknight Food Group, Inc. (Nevada Corp.)
NORWEGIAN DAWN	United States (Federal)	RN: 4216594 SN: 85414197	The Macknight Food Group, Inc. (Nevada Corp.)
PARTY SLICES	United States (Federal)	RN: 4366745 SN: 85490817	The Macknight Food Group, Inc. (Nevada

Trademark	Jurisdiction	App. No. / Reg. No.	Assignor
			Corp.)
SCOTTISH DAWN	United States (Federal)	RN: 4193311 SN: 85414144	The Macknight Food Group, Inc. (Nevada Corp.)
THE CONNOISSEUR'S CHOICE	United States (Federal)	RN: 2926360 SN: 78298903	The Macknight Food Group, Inc. (Nevada Corp.)
Design Mark 	United States (Federal)	RN: 4157028 SN: 85414264	The Macknight Food Group, Inc. (Nevada Corp.)
Design Mark 	United States (Federal)	RN: 4170883 SN: 85458705	The Macknight Food Group, Inc. (Nevada Corp.)
	United States	AN: 85238365 RN: 4031394	(Int'l Class: 29) Salmon
"FJORD DAWN"	United Kingdom	AN: 2596426 RN: 2596426	(Int'l Class: 29) Smoked Fish; Fish and fish products
"GLEN DAWN"	United Kingdom	AN: 2596424 RN: 2596424	(Int'l Class: 29) Smoked Fish; Fish and fish products

Trademark	Jurisdiction	App. No. / Reg. No.	Assignor
“MACKNIGHT”	United Kingdom	AN: 3011904 RN: 9011904	(Int'l Class: 29) Salmon;Smoked salmon.
	United Kingdom	AN: 3011877 RN: 3011877	(Int'l Class: 29) Salmon;Smoked salmon.
“IMPERIAL SALMON HOUSE”	United States	AN: 78345877 RN: 2959570	(Int'l Class: 29) cured fish products, namely smoked salmon and gravadlax

DOMAIN NAMES

Domain Name	Domain Expiration Date	Domain Name Registrar
macknight.com	1/16/2020	GoDaddy.com, LLC
hickoryhouse.us	7/6/2020 (set to automatically renew)	GoDaddy.com, LLC

EXHIBIT A
TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated February 15, 2019, is made and entered into by and between The MacKnight Food Group, Inc., f/k/a Cambridge Food Group, and d/b/a MacKnight Smokehouse or Hickory Smokehouse, a Nevada corporation, Hickory Smokehouse of Las Vegas, Inc., f/k/a Popcorn Management, and d/b/a Hickory House Las Vegas, a Nevada corporation, MacKnight Holdings Ltd., a UK limited company, and Jonathan Seker Reed Brown (collectively, the “**Assignors**” and each, an “**Assignor**”), and Honey Smoked Fish Holdings, LLC, d/b/a Honey Smoked Fish Co., a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks listed in Schedule I (the “**Trademarks**”), and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor’s entire right, title and interest in and to the Trademarks together with the Assignor’s goodwill in connection with which the Trademarks are used, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee’s request and expense (including the execution and delivery of any and all documentation as may be reasonable required) in the recordation of this Trademark Assignment.

The Assignor has caused this Trademark Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective date written below.

ASSIGNOR

ASSIGNEE

The MacKnight Food Group, Inc.

Honey Smoked Fish Holdings, LLC

By: [Signature]
Name: _____

By: _____
Name: _____

Date: _____

STATE OF FL
COUNTY OF Miami Dade

ss.:

On this 10 day of February 2019, before me, the undersigned, a notary public in and for said state and county, personally appeared Jordan Brown, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of The MacKnight Food Group, Inc. , as the _____ of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

[Signature]
Notary Public

(Affix Seal Below)

