

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connors Bros. Clover Leaf Seafoods Company		01/31/2020	Company: NOVA SCOTIA
RECEIVING PARTY DATA			
Name:	Tonos 1 Operating Corp.		
Street Address:	1600 - 925 West Georgia Street		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6C 3L2		
Entity Type:	Corporation: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0770058	BEACH CLIFF	
Registration Number:	1745942		
Registration Number:	1423060	BRUNSWICK	
Registration Number:	1758533	BRUNSWICK	
Registration Number:	2520386	CLOVER LEAF	
Registration Number:	1791765		
Registration Number:	1135224	ACADIA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ebensoul@paulweiss.com, agershoig@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	22040-004		

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NAME OF SUBMITTER:	Elana D. Bensoul
SIGNATURE:	/edb/
DATE SIGNED:	02/04/2020
Total Attachments: 5 source=Trademark Assignment Agreement (US) from Connors Bros. to Tonos 1 (Executed)#page1.tif source=Trademark Assignment Agreement (US) from Connors Bros. to Tonos 1 (Executed)#page2.tif source=Trademark Assignment Agreement (US) from Connors Bros. to Tonos 1 (Executed)#page3.tif source=Trademark Assignment Agreement (US) from Connors Bros. to Tonos 1 (Executed)#page4.tif source=Trademark Assignment Agreement (US) from Connors Bros. to Tonos 1 (Executed)#page5.tif	

Trademark Assignment Agreement (US)

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of January 31, 2020, by and between Connors Bros. Clover Leaf Seafoods Company, a company organized under the laws of Nova Scotia, Canada located at 80 Tiverton Court, Suite 600, Markham, Ontario L3R 0G4, Canada ("Assignor"), and Tonos 1 Operating Corp., a corporation organized under the laws of British Columbia, Canada located at 1600 - 925 West Georgia Street, Vancouver, British Columbia V6C 3L2, Canada ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated as of the date hereof (the "Agreement"), Assignor has assigned all right, title and interest in and to the Canadian Business Assigned IP Assets (as defined by reference therein), including any and all trademark registrations and pending trademark applications listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Canadian Business Assigned IP Assets, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, the Assignor hereby conveys, assigns, and transfers to the Assignee all of the Assignor's right, title and interest in, to and under (i) the Trademarks, (ii) all goodwill connected with and symbolized by the Trademarks, and (iii) and all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and/or future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained herein, the Canadian Business Assigned IP Assets shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the transfer, assignment and/or conveyance of the Canadian Business Assigned IP Assets hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC 1051(c) or (d), unless and until such time that the transfer, assignment and/or conveyance of the Canadian Business Assigned IP Assets hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend

that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Canadian Business Assigned IP Assets.

THIS TRADEMARK ASSIGNMENT AND ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED, EXCEPT TO THE EXTENT THAT SUCH LAWS ARE SUPERSEDED BY THE BANKRUPTCY CODE.

This Trademark Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

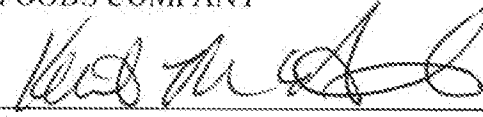
This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

CONNORS BROS. CLOVER LEAF
SEAFOODS COMPANY

By: 

Name: Kent McNeil

Title: Treasurer

ASSIGNEE

TONOS 1 OPERATING CORP.

By: 
Name: Jerry Chou
Title: Director

SCHEDULE 1

Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
BEACH CLIFF	72/177463	09/20/1963	770058	05/19/1964
Boat Design (Brunswick Boat Logo)	74/272799	05/06/1992	1745942	01/12/1993
BRUNSWICK	73/561427	10/03/1985	1423060	12/30/1986
BRUNSWICK	74/265606	04/14/1992	1758533	03/16/1993
CLOVER LEAF	75/134937	07/16/1996	2520386	12/18/2001
Design (Seal and Boat)	74/348007	01/13/1993	1791765	09/07/1993
ACADIA	73/167393	04/21/1978	1135224	05/13/1980