

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561709

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ocean Garden Products, Inc. | | 01/30/2020 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | L.A. Link (Huntington Beach) Corp. | | |
| Street Address: | 13072 Moore Street | | |
| City: | Cerritos | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90703-2226 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1691769 | CALMEX | |
| Registration Number: | 1708445 | CALMEX | |
| Registration Number: | 1491373 | | |
| Registration Number: | 2664953 | | |
| Registration Number: | 1491372 | | |
| 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: | rt@rosetlaw.com | | |
| Correspondent Name: | Rose W. Tsai | | |
| Address Line 1: | 4000 MacArthur Blvd. Ste 600 East Tower | | |
| Address Line 4: | Newport Beach, CALIFORNIA 92660 | | |
| NAME OF SUBMITTER: | Rose W. Tsai | | |
| SIGNATURE: | /rose tsai/ | | |
| DATE SIGNED: | 02/11/2020 | | |
| Total Attachments: 5 | | | |
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| source=Fully Executed Intellectual Property Assignment Agreement#page2.tif | | | |

OP \$140.00 1691769

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("*Agreement*") is made and entered into by and between Ocean Garden Products, Inc., a California corporation ("*Assignor*"), and L.A. Link (Huntington Besch) Corp., a California corporation ("*Assignee*").

WHEREAS, This Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Intellectual Property Purchase Agreement dated December 13, 2019 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "*Purchase Agreement*"), by and between Assignor and Assignee, which provides, subject to the terms and conditions set forth therein, effective as of the Closing, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to all Intellectual Property (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, this Agreement is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, the Intellectual Property includes all of Assignor's worldwide rights, interests, and claims in, and title to all of the trademarks, service marks and domain names set forth in the table attached hereto as EXHIBIT A together with the common law rights and goodwill associated therewith (collectively, the "*Intellectual Property*").

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Intellectual Property, including all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.
2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, all of Assignor's worldwide right, title and interest in, to and under, including any and all common law rights thereto, the Intellectual Property, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the goodwill associated with the Intellectual Property and symbolized thereby.
3. Authorization and Recordation. Assignor hereby authorizes and requests all applicable governmental authorities or registrars to record and register Assignee as the owner of the Intellectual Property, and to issue any and all registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the same, to Assignee and Assignee's successors and/or assigns, as Assignee of all Assignor's rights, title and interest in and to the Intellectual Property. Assignee shall have the right to record this Agreement with

all applicable governmental authorities and registrars so as to perfect ownership of the Intellectual Property.

4. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument. Such counterparts may be delivered in electronic format (including by fax and electronic mail).
5. Purchase Agreement. This Agreement is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Agreement to the extent provided in the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.
6. Further Assurances: In accordance with the Purchase Agreement, without further consideration, Assignor hereby agrees to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all affirmative acts which may be reasonably necessary to record or perfect the above-described transfer of the Intellectual Property (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Intellectual Property. Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world, provided that Assignee has given Assignor prior notice of the insertion of such further identification.
7. Closing. This Agreement is effective as of the Closing.
8. Severability; Amendment. Any provision in the Agreement which is illegal, invalid, or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Agreement may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignor on behalf of Assignee and Assignor, respectively.
9. Notices. Any notice given pursuant to this Agreement shall be given in the same manner and addressed to the intended recipients as set forth in Section XV.7 of the Purchase Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNEE

L.A. Link (Huntington Beach) Corporation

By: John Li
Name: JOHN LI
Title: PRESIDENT / CEO
Date: 1/29/2020

ASSIGNOR

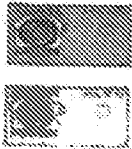
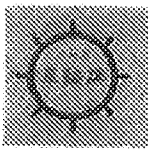

Ocean Garden Products, Inc.

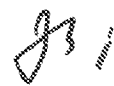
By: Lance Leonard
Name: LANCE LEONARD
Title: PRESIDENT / CEO
Date: 1/30/2020

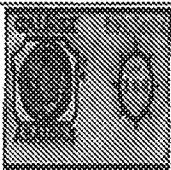


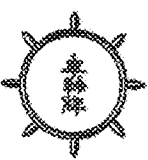

EXHIBIT A

DOMAIN NAME:
WWW.CALMEX.COM

TRADEMARKS:

| Trademark | Application No. | Registration No. | Jurisdiction | Full Goods and Services |
|--|-----------------|------------------|--------------|---|
| CALMEX | 219974 | 219974 | Australia | 29: canned and frozen fish and seafood products |
| CALMEX BRAND ABALONE OCEAN GARDEN DEEP SEA SHELL FISH & Design  | 1024804 | 1024804 | Australia | 29: Abalone and abalone in cans |
| Design of Australia and Chinese Characters in Helm  | 871036 | 871036 | Australia | 29: abalone and abalone in cans |
| Design of Chinese Characters in Helm without Map of Australia  | 871037 | 871037 | Australia | 29: abalone and abalone in cans |



| Trademark | Application No. | Registration No. | Jurisdiction | Full Goods and Services |
|---|-----------------|------------------|--------------|---|
|  | | | | |
| CALMEX | 74/162131 | 169769 | USA | 29: seafood |
| CALMEX and Pink Label Design  | 74/162187 | 1708445 | USA | 29: seafood |
| Design of Baja and Helm  | 73/666215 | 4191372 | USA | 29: seafood |
| Design of foreign characters within helm  | 73/667499 | 1491373 | USA | 29: seafood |
| Pink Label Design  | 75/635596 | 2664953 | USA | 29: seafood, excluding pink salmon, shrimp, crab, and lobster |

Handwritten signature or initials