

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582031

<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>
Ocean Beauty Seafoods LLC		06/01/2020	Limited Liability Company: ALASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ocean Beauty Distribution, LLC		
<b>Street Address:</b>	1100 W Ewing St.		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98119-1321		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1826997	SEA CHOICE	
<b>Registration Number:</b>	1640652	MAN OF WAR	
<b>Registration Number:</b>	5123338	MAN OF WAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4252789951		
<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>	4252813994		
<b>Email:</b>	DWCDOCKET@DWCATTORNEY.COM		
<b>Correspondent Name:</b>	James Namiki		
<b>Address Line 1:</b>	PO BOX 3041		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98114		
<b>NAME OF SUBMITTER:</b>	James Namiki		
<b>SIGNATURE:</b>	/james namiki/		
<b>DATE SIGNED:</b>	06/16/2020		
<b>Total Attachments: 4</b>			
source=IP Assignment Agreement - OBS and OB Distribution (Fully Executed)#page1.tif			
source=IP Assignment Agreement - OBS and OB Distribution (Fully Executed)#page2.tif			
source=IP Assignment Agreement - OBS and OB Distribution (Fully Executed)#page3.tif			

OP \$90.00 1826997



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of June 1, 2020, is made by and between Ocean Beauty Seafoods LLC, an Alaska limited liability company (“Ocean Beauty”), and Ocean Beauty Distribution, LLC, a Washington limited liability company (“Distribution LLC”) (each a “Party” and collectively the “Parties”). Capitalized terms not otherwise defined in this IP Assignment shall have the meanings set forth for such terms in the Reorganization Agreement (defined below).

### BACKGROUND

WHEREAS, OBS is engaged in three major businesses, each representing a distinct division of OBS’ business, which are: (i) the Alaska fish processing business, including wild salmon and, to a lesser extent, certain other species, (ii) the smoked fish division, and (iii) the fish and seafood products distribution division (the “Distribution Division”); and

WHEREAS, in connection with that certain Reorganization and Redemption Agreement (this “Reorganization Agreement”), dated as of June 1, 2020, by and among Bristol Bay Economic Development Corporation, an Alaska non-profit corporation, Ocean Beauty Holdings, Inc., a Washington corporation, Ocean Beauty, OBS Smoked & Distribution, LLC, a Washington limited liability company, Distribution LLC, and Ocean Beauty Smoked Fish, LLC, a Washington limited liability company, Ocean Beauty has agreed to contribute, assign, transfer, convey and deliver to Distribution LLC, and Distribution LLC has agreed to accept from Ocean Beauty, all of Ocean Beauty’s right, title and interest in and to the Intellectual Property exclusively relating to the Distribution Division (collectively, the “Distribution IP”), including but not limited to the trademarks, domain names and copyrights set forth on Schedule A and all proprietary trade secrets of the Distribution Division.

### AGREEMENT

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

1. Assignment. Effective as of the Closing Date, Ocean Beauty hereby contributes, assigns, transfers, conveys and delivers to Distribution LLC and its successors and assigns, and Distribution LLC hereby accepts, all of Ocean Beauty’s present and future right, title, and interest in and to all Distribution IP, including, without limitation, the trademarks, domain names and copyrights set forth on Schedule A and all proprietary trade secrets of the Distribution Division, together with the goodwill of the business of the Distribution Division connected with the use of, and symbolized by, the Distribution IP.

2. Recordation and Further Actions. Ocean Beauty authorizes the United States Commissioner for Trademarks, any other governmental officials, any trademark

offices of any governmental entities, or agencies, including the World Intellectual Property Organization, and the trademark offices of the United Kingdom, Mexico, and Ukraine, and any domain name registrar, to record and register this IP Assignment upon request by Distribution LLC.

3. Further Assurances. Upon Distribution LLC's reasonable request, Ocean Beauty shall promptly take such steps and actions following the Closing to assign the Distribution IP from Ocean Beauty to Distribution LLC, or any assignee or successor thereto, including, without limitation, providing Distribution LLC with such documents as are reasonably requested for Distribution LLC to (a) record the assignment of rights herein, and (b) electronically transfer all administrative and other rights in any domain names included in the Distribution IP to Distribution LLC.

4. Governing Law. This IP Assignment, and the application and interpretation of its provisions, shall be governed and construed in accordance with its terms and by the laws of the State of Washington, without regard for its conflicts of law provisions.

5. Amendments; No Waivers. Any provision of this IP Assignment may be amended or waived if, and only if, the amendment or waiver is in writing and signed, in the case of an amendment, by the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

6. Counterparts. This IP Assignment may be signed in any number of counterparts, each of which shall be deemed an original, each of which shall be considered an original and all of which, when taken together, shall be deemed one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile transmission or any electronic means shall be effective as delivery of a manually executed counterpart to this IP Assignment.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

[Signature Page – IP Assignment – Ocean Beauty / Distribution LLC]

IN WITNESS WHEREOF, the Parties have executed this IP Assignment to be effective as of the date first written above.

OCEAN BEAUTY:

OCEAN BEAUTY SEAFOODS LLC

By:                     Tony Ross                      
Name: Tony Ross  
Title: Chief Financial Officer

DISTRIBUTION LLC:

OCEAN BEAUTY DISTRIBUTION, LLC

By:                     Tony Ross                      
Name: Tony Ross  
Title: Chief Financial Officer

SCHEDULE A  
CONTRIBUTED DISTRIBUTION IP RIGHTS

REGISTERED TRADEMARKS

<u>TM Reg. No.</u>	<u>Country</u>	<u>Application No.</u>	<u>Trademark</u>	<u>Goods</u>
1826997	United States	74051922	SEA CHOICE	Class: 029 (ACTIVE) frozen seafood
1640652	United States	74066133	MAN OF WAR	Class: 029 (ACTIVE) [fresh,] canned [, and frozen] fish
5123338	United States	87056459	MAN OF WAR	Class: 029 (ACTIVE) seafood, not live; shellfish, not live; canned crab meat; frozen crab meat

**Other Intellectual Property**

1. Software License to Net Yield issued by Lan Infosystems, Inc. to Ocean Beauty, for use in Distribution LLC's operations together with the terms of service (the "Lan Software License").
2. Microsoft Software License Terms for Microsoft Dynamics 365 for Windows used by OB Distribution.