

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582030

<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 Smoked Fish, 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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2581870	CIRCLE SEA	
<b>Registration Number:</b>	4704198	LASCCO SINCE 1921 KOSHER	
<b>Registration Number:</b>	4349940	ECHO FALLS	
<b>Registration Number:</b>	2615196	ECHO FALLS	
<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: 5</b>			
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OP \$115.00 2581870

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## 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 Smoked Fish, LLC, a Washington limited liability company (“Smoked 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 (the “Smoked Division”), and (iii) the fish and seafood products 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, Smoked LLC, and Ocean Beauty Distribution, LLC, a Washington limited liability company, Ocean Beauty has agreed to contribute, assign, transfer, convey and deliver to Smoked LLC, and Smoked 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 Smoked Division (collectively, the “Smoked IP”), including but not limited to the trademarks, domain names and copyrights set forth on Schedule A and all proprietary trade secrets of the Smoked 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 Smoked LLC and its successors and assigns, and Smoked LLC hereby accepts, all of Ocean Beauty’s present and future right, title, and interest in and to all Smoked IP, including, without limitation, the trademarks, domain names and copyrights set forth on Schedule A and all proprietary trade secrets of the Smoked Division, together with the goodwill of the business of the Smoked Division connected with the use of, and symbolized by, the Smoked 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 Smoked LLC.

3. Further Assurances. Upon Smoked LLC’s reasonable request, Ocean Beauty shall promptly take such steps and actions following the Closing to assign the Smoked IP from Ocean Beauty to Smoked LLC, or any assignee or successor thereto, including, without

limitation, providing Smoked LLC with such documents as are reasonably requested for Smoked 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 Smoked IP to Smoked 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 / Smoked 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

SMOKED LLC:

OCEAN BEAUTY SMOKED FISH, LLC

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


SCHEDULE A

CONTRIBUTED SMOKED IP RIGHTS

REGISTERED TRADEMARKS

<u>TM Reg. No.</u>	<u>Country</u>	<u>Application No.</u>	<u>Trademark</u>	<u>Goods</u>
2581870	United States	76272798	CIRCLE SEA	Class: 029 (ACTIVE) SMOKED, CURED AND PICKLED FISH
4704198	United States	85755756	LASCCO SINCE 1921 KOSHER	Class: 029 (ACTIVE) Fish, not live; seafood, not live; herring, not live; whitefish, not live; smoked salmon; caviar; all of the aforementioned goods being kosher
1173424	Madrid System for the Int'l Registration of Marks	1173424	LASCCO SINCE 1921 KOSHER (Design - No Color Claim) (class 029)	
834542	Mexico	443511	LASCCO (word)	
4349940	United States	85755783	ECHO FALLS	Class: 029 (ACTIVE) smoked salmon; salmon spread; salmon cream cheese spread; caviar
2615196	United States	76337588	ECHO FALLS	Class: 029 (ACTIVE) SMOKED SALMON
2020036	Mexico	2190829	ECHO FALLS	
674210	Mexico	443513	THREE STAR (word)	

UNREGISTERED TRADEMARKS

<b>Trademark</b>	<b>Goods/Services</b>	<b>Country</b>
	Smoked fish	USA
PACIFIC SUPREME and the associated design		

**Other Intellectual Property**

1. Software License to Net Yield issued by Lan Infosystems, Inc. to OBS for use in OB Smoked's operations together with the terms of service (the "Lan Software License").

