

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582029

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 Beauty Seafoods LLC		06/01/2020	Limited Liability Company: ALASKA
RECEIVING PARTY DATA			
Name:	OBI Seafoods, LLC		
Street Address:	1100 W. Ewing St.		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98119		
Entity Type:	Limited Liability Company: ALASKA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	0551183	BAY BEAUTY	
Registration Number:	0089149	BULLDOG	
Registration Number:	0541542	COMMANDER	
Registration Number:	0835187	DEEP SEA	
Registration Number:	3391291	DIPAC	
Registration Number:	1173481	MCGOVERN'S BEST	
Registration Number:	1139698	PILLAR ROCK	
Registration Number:	0568876	PINK BEAUTY	
Registration Number:	0818355	PIRATE	
Registration Number:	1659038	SEARCHLIGHT	
Registration Number:	0551184	SOUND BEAUTY	
Registration Number:	2338201	OCEAN BEAUTY BRAND	
Registration Number:	2351637	OCEAN BEAUTY	
Registration Number:	2306299	OCEAN BEAUTY	
Registration Number:	3880316	OCEAN BEAUTY · SEAFOODS ·	
Registration Number:	4384338	OCEAN BEAUTY	
Registration Number:	5761872	OCEAN BEAUTY · SEAFOODS ·	
Registration Number:	3151105	ICY POINT	
Registration Number:	1188828	ICY POINT	
TRADEMARK			

OP \$490.00 0551183

CORRESPONDENCE DATA**Fax Number:** 4252789951

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.

Phone: 4252813994**Email:** DWCDOCKET@DWCATTORNEY.COM**Correspondent Name:** James Namiki**Address Line 1:** PO Box 3041**Address Line 4:** SEATTLE, WASHINGTON 98114

NAME OF SUBMITTER:	James Namiki
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SIGNATURE:	/james namiki/
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DATE SIGNED:	06/19/2020
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Total Attachments: 6

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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 OBI Seafoods, LLC, an Alaska limited liability company (“OBI”) (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 Contribution Agreement (defined below).

BACKGROUND

WHEREAS, in connection with that certain Contribution Agreement by and among Ocean Beauty, OBI, and Icicle Seafoods, Inc., an Alaska corporation, of even date herewith (the “Contribution Agreement”), Ocean Beauty has agreed to contribute, assign, transfer, convey and deliver to OBI, and OBI has agreed to accept from Ocean Beauty, all of Ocean Beauty’s right, title and interest in and to the Contributed Ocean Beauty Intellectual Property Rights, including but not limited to the trademarks set forth on the attached Schedule A.

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 OBI and its successors and assigns, and OBI hereby accepts, all of Ocean Beauty’s present and future right, title, and interest in and to the Contributed Ocean Beauty Intellectual Property Rights, including but not limited to the trademarks set forth on Schedule A, together with the goodwill of the business of Ocean Beauty connected with the use of, and symbolized by, the Contributed Ocean Beauty Intellectual Property Rights.

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 OBI.

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

4. Terms of the Contribution Agreement. The terms of the Contribution Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Contributed Ocean Beauty Intellectual Property Rights of Ocean Beauty, are incorporated herein by this reference. The Parties acknowledge and agree that the

representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this IP Assignment and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall control.

5. 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.

6. 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.

7. 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 / OBI]

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

DocuSigned by:
Tony Ross
By: _____
Name: Tony Ross
Title: Chief Financial Officer

OBI:

OBI SEAFOODS, LLC

DocuSigned by:
Mark Palmer
By: _____
Name: Mark Palmer
Title: Chief Executive Officer

SCHEDULE A

CONTRIBUTED OCEAN BEAUTY INTELLECTUAL PROPERTY RIGHTS

<u>Registration No.</u>	<u>Country</u>	<u>Application No.</u>	<u>Trademark</u>	<u>Goods and Services</u>
551183	United States	71552822	BAY BEAUTY	Class: 029 (ACTIVE) CANNED SALMON
89149	United States	71064829	BULLDOG	Class: 029 (ACTIVE) CANNED SARDINES
541542	United States	71594945	COMMANDER	Class: 029 (ACTIVE) CANNED SARDINES
835187	United States	72243203	DEEP SEA	Class: 029 (ACTIVE) CANNED FISH
107961	Ukraine	M200722425	DIPAC [UKRAINE] (stylized with design) (class 029)	
3391291	United States	77208783	DIPAC	Class: 029 (ACTIVE) salmon roe, not live
1173481	United States	73278504	MCGOVERN'S BEST	Class: 029 (ACTIVE) Canned Salmon
1139698	United States	73189790	PILLAR ROCK	Class: 029 (ACTIVE) Smoked, Kippered and Canned Seafoods-Namely, Salmon, Tuna, Crab, Oysters, Shrimp, and Fish Fillets
568876	United States	71625686	PINK BEAUTY	Class: 029 (ACTIVE) CANNED SALMON
818355	United States	72213173	PIRATE	Class: 030 (ACTIVE) CANNED FISH
1659038	United States	74103553	SEARCHLIGHT	Class: 029 (ACTIVE) canned salmon
551184	United States	71552824	SOUND BEAUTY	Class: 029 (ACTIVE) CANNED SALMON

674211	Mexico	443514	OCEAN BEAUTY (word)	
2338201	United States	75663481	OCEAN BEAUTY BRAND	Class: 029 (ACTIVE) [FRESH, FROZEN AND] CANNED FISH AND SEAFOOD AND FISH- BASED AND SEAFOOD- BASED PRODUCTS
2351637	United States	75663480	OCEAN BEAUTY	Class: 040 (ACTIVE) PROCESSING OF FISH AND SEAFOOD Class: 042 (ACTIVE) WHOLESALE DISTRIBUTORSHIP OF FRESH, FROZEN AND CANNED FISH AND SEAFOOD AND FISH- BASED AND SEAFOOD- BASED PRODUCTS
2306299	United States	75663497	OCEAN BEAUTY	Class: 029 (ACTIVE) FRESH, FROZEN AND CANNED FISH AND SEAFOOD AND FISH- BASED AND SEAFOOD- BASED PRODUCTS
2255859	United Kingdom	2255859	OCEAN BEAUTY BRAND (w/ Mermaid Design)	
3880316	United States	77405391	OCEAN BEAUTY · SEAFOODS ·	Class: 035 (ACTIVE) WHOLESALE DISTRIBUTORSHIP OF FRESH, FROZEN AND CANNED FISH AND SEAFOOD AND FISH- BASED AND SEAFOOD- BASED PRODUCTS Class: 040 (ACTIVE) PROCESSING OF FISH AND SEAFOOD FOR OTHERS

4384338	United States	85173569	OCEAN BEAUTY (stylized with mermaid logo)	Class: 029 (ACTIVE) FRESH, FROZEN AND CANNED FISH, EXCLUDING CANNED TUNA; NON-LIVE SEAFOOD, INCLUDING FRESH, FROZEN AND CANNED SEAFOOD, EXCLUDING CANNED TUNA
5761872	United States	88136210	OCEAN BEAUTY · SEAFOODS ·	Class: 029 (ACTIVE) Fresh and frozen fish, not live, excluding canned tuna; non- live seafood, including fresh and frozen seafood, excluding canned tuna
3151105	United States	78777287	ICY POINT	Class: 029 (ACTIVE) SMOKED SALMON, WHITEFISH AND HERRING [AND SMOKED SALMON CREAM CHEESE SPREADS]
1188828	United States	73254691	ICY POINT	Class: 029 (ACTIVE) Canned Seafoods