

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mariner Seafood, LLC		10/26/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	True North Seafood, Inc.		
Street Address:	40 Wellington Row		
City:	Saint John		
State/Country:	CANADA		
Postal Code:	E2L 3H3		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5927157	WILD AT HEART	
Registration Number:	3941965	MARSELECT	
Registration Number:	5385906	SETTING THE SEAFOOD STANDARD	
Serial Number:	87865964	HELLO FISH	
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:	jjoyce@eatonpeabody.com		
Correspondent Name:	Jeffrey Joyce		
Address Line 1:	100 middle street		
Address Line 2:	Eaton Peabody		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	32882.3		
NAME OF SUBMITTER:	Jeffrey Joyce		
SIGNATURE:	/JEFFREY JOYCE/		
DATE SIGNED:	10/28/2020		
Total Attachments: 4			
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Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of October 21, 2020 is made by Mariner Seafood, LLC ("Seller"), a Massachusetts limited liability company located at 86 MacArthur Drive, New Bedford, MA 02740, in favor of True North Seafood, Inc. ("Buyer"), a Delaware corporation having their principal place of business at 40 Wellington Row, Saint John, NB, Canada, E2L 3H3, the purchaser of certain assets of Seller pursuant to the ASSET PURCHASE AGREEMENT between Buyer, on the one hand, and Seller, on the other, dated as of October 21 2020 (the "Asset Purchase Agreement"). Capitalized terms used, but not defined, in this Agreement shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 0 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; excluding, specifically, any and all liability of Seller related to the Assigned Trademarks incurred prior to the Closing Date, as that term is defined in the Asset Purchase Agreement.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, at no expense to Seller, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary solely to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, and agreements contained in the Asset Purchase Agreement shall not be superseded hereby. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. Buyer acknowledges and agrees that the rights being assigned to Buyer by this Agreement and the Trademarks that are the subject hereof are being transferred and assigned without representation or warranty of any kind and in their AS IS WHERE IS condition.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment shall be construed and enforced in accordance with the laws (other than conflicts of law rules) of the Commonwealth of Massachusetts and the Bankruptcy Code. The Bankruptcy Court shall have jurisdiction over all matters related to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Mariner Seafood, LLC

By: [Signature]
Name: John P. Flynn
Title: Manager
Address for Notices:
86 MacArthur Drive
New Bedford, MA 02740

Commonwealth of)
Massachusetts)SS.
)

COUNTY OF

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On the 26 day of October, 2020, before me personally appeared John P. Flynn, personally known to me (or proved to me on the basis of satisfactory evidence which was RI Divers License) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he voluntarily executed the same in his authorized capacity as the Manager of Mariner Seafood, LLC, the limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Mariner Seafood, LLC for the uses and purposes mentioned in the instrument.

[Signature]

Notary Public
Printed Name: M. Margaret de Oliveira

My Commission Expires: Aug 10 2023
[DATE]]



M. MARGARET DE OLIVEIRA
Notary Public
Commonwealth of Massachusetts
My Commission Expires Aug. 10, 2023

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
WILD AT HEART	United States of America	5927157	December 3, 2019
MARSELECT	United States of America	3941965	April 5, 2011
SETTING THE SEAFOOD STANDARD	United States of America	5385906	January 23, 2018

Trademark Application

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
HELLO FISH	United States of America	Pending	87865964	April 6, 2018

Trademark having rights under common law

GO WILD
