

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICICLE SEAFOODS, INC.		06/01/2020	Corporation: 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: 3			
Property Type	Number	Word Mark	
Registration Number:	0427242	BLACK TOP	
Registration Number:	0890586	ZEST	
Registration Number:	1252353	HONEY BOY	
CORRESPONDENCE DATA			
Fax Number:	2067577014		
<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>			
Phone:	206-757-8014		
Email:	seatm@dwt.com, mmoersfelder@dwt.com, michaelamalone@dwt.com		
Correspondent Name:	Matthew E. Moersfelder		
Address Line 1:	920 Fifth Avenue, Suite 3300		
Address Line 4:	Seattle, WASHINGTON 98104-1610		
ATTORNEY DOCKET NUMBER:	22769-26		
NAME OF SUBMITTER:	Matthew E. Moersfelder		
SIGNATURE:	/MEM/		
DATE SIGNED:	11/08/2022		
Total Attachments: 4			
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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 Icicle Seafoods, Inc., an Alaska corporation (“Icicle”), 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 Icicle, OBI, and Ocean Beauty Seafoods LLC., an Alaska limited liability company, of even date herewith (the “Contribution Agreement”), Icicle has agreed to contribute, assign, transfer, convey and deliver to OBI, and OBI has agreed to accept from Icicle, all of Icicle’s right, title and interest in and to the Contributed Icicle 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, Icicle hereby contributes, assigns, transfers, conveys and delivers to OBI and its successors and assigns, and OBI hereby accepts, all of Icicle’s present and future right, title, and interest in and to the Contributed Icicle Intellectual Property Rights, including but not limited to the trademarks set forth on Schedule A, together with the goodwill of the business of Icicle connected with the use of, and symbolized by, the Contributed Icicle Intellectual Property Rights.

2. Recordation and Further Actions. Icicle 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, Icicle shall promptly take such steps and actions following the Closing to assign the Contributed Icicle Intellectual Property Rights from Icicle 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 Icicle 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 Icicle Intellectual Property Rights of Icicle, 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]

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

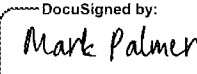
ICICLE:

ICICLE SEAFOODS, INC.

DocuSigned by:

By: _____
Name: Glenn B. Cooke
Title: President

OBI:

OBI SEAFOODS, LLC

DocuSigned by:

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

SCHEDULE A

CONTRIBUTED ICICLE INTELLECTUAL PROPERTY RIGHTS

Grantor	Country	Mark	Registration No.	Registration Date
Icicle Seafoods, Inc.	USA	Ship Ahoy Brand and Design	2011755	10/29/1996
Icicle Seafoods, Inc.	USA	BLACK TOP and Design Icicle Seafoods, Inc.	0427242	02/04/1947
Icicle Seafoods, Inc.	New Zealand	SHIP AHOY	105512	02/25/1975
Icicle Seafoods, Inc.	Australia	SHIP AHOY	A271698	10/09/1975
Icicle Seafoods, Inc.	USA	ARCTIC STAR	2267804	08/03/1999
Icicle Seafoods, Inc.	Japan	SHIP AHOY Icicle Seafoods, Inc.	2119019	03/27/1989
Icicle Seafoods, Inc.	USA	ZEST	0890586	05/05/1970
Icicle Seafoods, Inc.	USA	SHIP AHOY (stylized)ASM	0088821	10/29/1912
Icicle Seafoods, Inc.	USA	HONEY BOY	1252353	09/27/1983
Icicle Seafoods, Inc.	USA	SHIP AHOY	1033170	02/10/1976