

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Stinson Seafood (2001), Inc.		02/27/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clover Leaf Seafoods, L.P.		
<b>Street Address:</b>	80 Tiverton Court		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Markham		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L3R 0G4		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1135224	ACADIA	
Registration Number:	0770058	BEACH CLIFF	
Registration Number:	1297861	HOLMES	
Registration Number:	1538316	MOOSEABEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)487-9390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-487-9300		
<b>Email:</b>	jmandour@mandourlaw.com		
<b>Correspondent Name:</b>	Joseph A. Mandour		
<b>Address Line 1:</b>	16870 West Bernardo Drive		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92127		
<b>ATTORNEY DOCKET NUMBER:</b>	2010.01-007		

OP \$115.00 1135224

DOMESTIC REPRESENTATIVE

Name: Joseph A. Mandour  
Address Line 1: 16870 West Bernardo Drive  
Address Line 2: Suite 400  
Address Line 4: San Diego, CALIFORNIA 92127

NAME OF SUBMITTER:	Joseph A. Mandour
Signature:	/jam/
Date:	05/08/2007

Total Attachments: 4  
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## TRADE-MARK ASSIGNMENT

WHEREAS, **STINSON SEAFOOD (2001) INC.**, the full post office address of whose principal office or place of business is 778 Main Street, South Portland, ME, United States, 04106 (“Assignor”), is desirous of selling, assigning and transferring to **CLOVER LEAF SEAFOODS, L.P.**, the full post office address of whose principal office or place of business is of 80 Tiverton Court, Suite 600, Markham, Ontario, Canada, L3R 0G4 (“Assignee”), all of its right, title and interest in and to the trade-marks and registrations listed in the attached Schedule “A” (the “Marks”) and that portion of the business that pertains to the Marks, in the United States of America;

AND WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Marks and that portion of the business that pertains to the Marks in the United States of America;

NOW, THEREFORE, for good and valuable consideration being extant, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

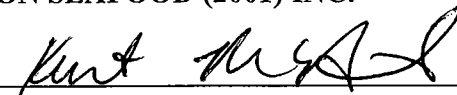
1. Assignor does hereby sell, assign, transfer, convey and set over to Assignee, its successors and assigns, all of its right, title and interest in and to the Marks and that portion of the business that pertains to the Marks, together with the good will of the business symbolized by the Marks, in the United States of America, including, but not limited to, the right to petition, sue or otherwise seek and recover damages, profits or any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Marks, or any license, agreement, contract or other matter relating thereto.

2. Assignor agrees that it will execute and deliver, or cause to be executed and delivered, to Assignee or Assignee’s legal representatives, any other or additional assignments, powers or other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the assignment of the Marks to Assignee with the appropriate agencies and offices of all jurisdictions in which the Marks are or may be registered or in which

applications for registration of the Marks are pending, including, but not limited to the United States, within a reasonable time of execution hereof. Assignor also agrees to execute such additional documents as Assignee deems reasonably necessary to establish Assignee's rights in the Marks, including, but not limited to, such documents to establish the dates of first use for the Marks.

Signed at San Diego, CA, USA this 27 day of February, 2007.


**STINSON SEAFOOD (2001) INC.**

Per:   
Name: Kent McNeil  
Title: VP & CFO

The undersigned hereby accepts this Assignment.

Signed at San Diego, CA, USA this 27 day of February, 2007.

**CLOVER LEAF SEAFOODS, L.P.**

Per:   
Name: Kent McNeil  
Title: ~~VP & CFO~~ Treasurer

**Schedule "A"**

<b>Trade-mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>ACADIA</b>	1,135,224	May 13, 1980
<b>BEACH CLIFF</b>	770,058	May 19, 1964
<b>HOLMES</b>	1,297,861	September 25, 1984
<b>MOOSEABEC</b>	1,538,316	May 9, 1989

**Trademarks:** ACADIA, Registration No. 1,135,224  
BEACH CLIFF, Registration No. 770,058  
HOLMES, Registration No. 1,297,861  
MOOSEABEC, Registration No. 1,538,316

**Assignor:** STINSON SEAFOOD (2001) INC.

**Assignee:** CLOVER LEAF SEAFOODS, L.P.

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

The firm of Mandour & Associates, whose postal address is <sup>16870 West Bernardo Drive, Suite 400,</sup> ~~2030 Main Street, Suite~~  
<sup>San Diego, CA 92127</sup> ~~1300, Irvine, CA 92614~~, is hereby designated as the Assignee's representative upon whom  
notices or process in proceedings affecting the above-identified trademark may be served,  
pursuant to Section 1(e) of the *Lanham Act*, 15 U.S.C. 1051(e), and 37 C.F.R. 2.24.

Executed at *San Diego, CA, USA*, this *27th* day of *February*, 2007.

**CLOVER LEAF SEAFOODS, L.P.,**

Per: 

Name: *Kent McNeil*

Title: *Treasurer*